

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

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

Applicant

MOTION RECORD
(Recognition of Claims Bar Date Order)

September 16, 2022

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TO: ATTACHED SERVICE LIST

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SERVICE LIST

(as at August 22, 2022)

<u>PARTY</u>	<u>CONTACT</u>
OSLER, HOSKIN & HARCOURT LLP Box 50, 1 First Canadian Place 100 King Street West, Suite 6200 Toronto, ON M5X 1B8 Fax: 416.862.6666	Marc Wasserman Tel: 416.862.4908 Email: mwasserman@osler.com Shawn Irving Tel: 416.862.4733 Email: sirving@osler.com Martino Calvaruso Tel: 416.862.6665 Email: mcalvaruso@osler.com

<p>Canadian Counsel to the Applicant and the Chapter 11 Debtors</p>	<p>Blair McRadu Tel: 416.862.4204 Email: bmcradu@osler.com</p> <p>Marleigh Dick Tel: 416.862.4725 Email: mdick@osler.com</p>
<p>PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 1285 Avenue of the Americas New York, NY 10019</p> <p>Tel: 212.373.3000 Fax: 212.757.3990</p> <p>U.S. Counsel to the Chapter 11 Debtors</p>	<p>Paul M. Basta Email: pbasta@paulweiss.com</p> <p>Alice Belisle Eaton Email: aeaton@paulweiss.com</p> <p>Robert A. Britton Email: rbritton@paulweiss.com</p> <p>Kyle Kimpler Email: kkimpler@paulweiss.com</p> <p>Brian Bolin Email: bbolin@paulweiss.com</p>
<p>KSV ADVISORY INC. 150 King Street West, Suite 2308 Toronto, ON M5H 1J9</p> <p>Fax: 416.932.6266</p> <p>Information Officer</p>	<p>David Sieradzki Tel: 416.932.6030 Email: dsieradzki@ksvadvisory.com</p> <p>Christian Vit Tel: 647.848.1350 Email: cvit@ksvadvisory.com</p>

<p>MCCARTHY TÉTRAULT LLP 66 Wellington Street West, TD Bank Tower Box 48 Toronto, ON M5K 1E6</p> <p>Fax: 416.868.0673</p> <p>Counsel to the Information Officer</p>	<p>James D. Gage Email: jgage@mccarthy.ca</p> <p>Heather L. Meredith Email: hmeredith@mccarthy.ca</p>
<p>PROSKAUER ROSE LLP Eleven Times Square New York, NY 10036-8299</p> <p>Tel: 212.969.3000 Fax: 212.969.2900</p>	<p>Vincent Indelicato Email: vindelicato@proskauer.com</p> <p>Andrew Bettwy Email: abettwy@proskauer.com</p> <p>Philip A. Kaminski Email: pkaminski@proskauer.com</p> <p>Megan Volin Email: mvolin@proskauer.com</p>
<p>2029 Century Park East, Suite 2400 Los Angeles, CA 90067-3010</p> <p>Tel: 310.557.2900 Fax: 310.557.2193</p> <p>One International Place Boston, MA 02110</p> <p>Tel: 617.519.9600 Fax: 617.519.9899</p> <p>U.S. Counsel to MidCap Funding IV Trust</p>	<p>Steve Y. Ma Email: sma@proskauer.com</p> <p>Charles A. Dale Email: cdale@proskauer.com</p>

<p>NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000 Toronto, ON M5K 1E7</p> <p>Canadian Counsel to MidCap Funding IV Trust</p>	<p>Evan Cobb Tel: 416.216.1929 Email: evan.cobb@nortonrosefulbright.com</p> <p>David M.A. Amato Tel: 416.216.1861 Email: david.amato@nortonrosefulbright.com</p> <p>Russell Dufault Tel: 416.216.4029 Email: russell.dufault@nortonrosefulbright.com</p>
<p>LATHAM & WATKINS LLP 1271 Avenue of the Americas New York, NY 10020</p> <p>Tel: 212.906.1200 Fax: 212.751.4864</p> <p>U.S. Counsel to Citibank, N.A.</p>	<p>Keith A. Simon Email: keith.simon@lw.com</p> <p>Eric Leon Email: eric.leon@lw.com</p> <p>Kuan Huang Email: kuan.huang@lw.com</p> <p>Andrew C. Ambruoso Email: andrew.ambruoso@lw.com</p> <p>Jonathan J. Weichselbraum Email: jon.weichselbaum@lw.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street, Suite 4000 Commerce Court West Toronto, ON M5L 1A9</p> <p>Canadian Counsel to Citibank, N.A.</p>	<p>Linc Rogers Tel: 416.863.4168 Email: linc.rogers@blakes.com</p> <p>Aimee Yee Tel: 416.863.2689 Email: aimee.yee@blakes.com</p>
<p>PAUL HASTINGS LLP 200 Park Avenue New York, NY 10166</p> <p>Tel: 212.318.6000 Fax: 212.319.4090</p> <p>U.S. Counsel to Jefferies Finance LLC</p>	<p>Andrew V. Tenzer Email: andrewtenzer@paulhastings.com</p> <p>Scott C. Shelley Email: scottshelley@paulhastings.com</p> <p>Will Clark Farmer Email: willfarmer@paulhastings.com</p>

<p>DAVIS POLK & WARDWELL LLP 450 Lexington Avenue New York, NY 10017</p> <p>Tel: 212.450.4331 Fax: 212.701.5331</p> <p>U.S. Counsel to the Ad Hoc Group of BrandCo Lenders</p>	<p>Eli J. Vonnegut Email: eli.vonnegut@davispolk.com</p> <p>Joshua Sturm Email: joshua.sturm@davispolk.com</p> <p>Stephanie Massman Email: stephanie.massman@davispolk.com</p>
<p>GOODMANS LLP Bay Adelaide Centre – West Tower 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7</p> <p>Fax: 416.979.1234</p> <p>Canadian Counsel to the Ad Hoc Group of BrandCo Lenders</p>	<p>Robert Chadwick Email: rchadwick@goodmans.ca</p> <p>Brennan Caldwell Email: bcaldwell@goodmans.ca</p>
<p>2543053 ONTARIO INC. c/o QuadReal Property Group Limited Partnership 2000 Argentia Road, Plaza 5, Suite 101 Mississauga, ON L5N 2R7</p> <p>Landlord for 1590 South Gateway</p>	<p>Gus Tsoraklidis Tel: 905.798.7387 Email: gus.tsoraklidis@quadreal.com</p>
<p>BORDEN LADNER GERVAIS LLP Bay Adelaide Centre, East Tower 22 Adelaide Street West, Suite 3400 Toronto, ON M5H 4E3</p> <p>Fax: 416.367.6749</p> <p>Counsel for 2543053 Ontario Inc.</p>	<p>Alex MacFarlane Tel: 416.367.6305 Email: amacfarlane@blg.com</p> <p>Adam Perzow Tel: 416.367.6737 Email: aperzow@blg.com</p> <p>Charlotte Chien Tel: 416.367.7267 Email: CChien@blg.com</p>

<p>CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6</p> <p>Fax: 416.964.6411</p>	<p>Pat Confalone Tel: 416.954.6514 Email: pat.confalone@cra-arc.gc.ca</p>
<p>DEPARTMENT OF JUSTICE CANADA 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Fax: 416.973.0810</p> <p>Counsel for the Canada Revenue Agency</p>	<p>Edward Park Tel: 647.292.9368 Email: edward.park@justice.gc.ca</p>
<p>DEPARTMENT OF JUSTICE CANADA 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Fax: 416.973.0810</p>	<p>Diane Winters Tel: 416.973.3172 Email: diane.winters@justice.gc.ca</p>
<p>MINISTRY OF FINANCE (ONTARIO) LEGAL SERVICES BRANCH College Park 11th Floor, 777 Bay St Toronto, ON M5G 2C8</p> <p>Fax: 416.325.1460</p>	<p>Leslie Crawford Email: leslie.crawford@ontario.ca</p> <p>Copy to: Email: insolvency.unit@ontario.ca</p>
<p>REVENUE QUEBEC Goods and Services Tax, Harmonized Sales Tax and Law of Quebec 3e étage, secteur R23CPF 1600 Boulevard René-Lévesque Ouest Montréal, QC H3H 2V2</p> <p>Fax: 514.285.3833</p>	<p>Email: insolvabilite@revenuquebec.ca</p>

<p>CHAITONS LLP 5000 Yonge Street. 10th Floor Toronto, ON M2N 7E9</p> <p>Fax: 416.222.8402</p> <p>Counsel to Financial Services Regulatory Authority of Ontario</p>	<p>George Benchetrit Tel: 416.218.1141 Email: george@chaitons.com</p> <p>Laura Culleton Tel: 416.218.1128 Email: laurac@chaitons.com</p>
<p>CALEYWRAY LAWYERS 1600-65 Queen Street West Toronto, ON M5H 2M5</p> <p>Fax: 416.366.3293</p> <p>Counsel to Unifor, Local 323</p>	<p>Denis W. Ellickson Tel: 416.775.4678 Email: ellicksond@caleywrays.com</p>

Email List: mwasserman@osler.com; sirving@osler.com; mcalvaruso@osler.com; bmcradu@osler.com; mdick@osler.com; pbasta@paulweiss.com; aeaton@paulweiss.com; rbritton@paulweiss.com; kkimpler@paulweiss.com; bbolin@paulweiss.com; dsieradzki@ksvadvisory.com; cvit@ksvadvisory.com; jgage@mccarthy.ca; hmeredith@mccarthy.ca; vindelicato@proskauer.com; abettwy@proskauer.com; pkaminski@proskauer.com; mvolin@proskauer.com; sma@proskauer.com; cdale@proskauer.com; evan.cobb@nortonrosefullbright.com; david.amato@nortonrosefulbright.com; russell.dufault@nortonrosefulbright.com; keith.simon@lw.com; eric.leon@lw.com; kuan.huang@lw.com; aimee.yee@blakes.com; andrew.ambruoso@lw.com; jon.weichselbaum@lw.com; linc.rogers@blakes.com; andrewtenzer@paulhastings.com; scottshelley@paulhastings.com; willfarmer@paulhastings.com; eli.vonnegut@davispolk.com; joshua.sturm@davispolk.com; stephanie.massman@davispolk.com; rhadwick@goodmans.ca; bcaldwell@goodmans.ca; gus.tsoraklidis@quadreal.com; amacfarlane@blg.com; aperzow@blg.com; CChien@blg.com; pat.confalone@cra-arc.gc.ca; edward.park@justice.gc.ca; diane.winters@justice.gc.ca; leslie.crawford@ontario.ca; insolvency.unit@ontario.ca; insolvabilite@revenuquebec.ca; george@chaitons.com; laurac@chaitons.com; ellicksond@caleywray.com

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TAB 1

**ONTARIO
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**NOTICE OF MOTION
(Recognition of Claims Bar Date Order)**

The applicant, Revlon, Inc., will make a Motion to Justice Conway of the Commercial List on September 21, 2022 at 11 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- In writing under subrule 37.12.1(1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location: Zoom link to be circulated.

THE MOTION IS FOR:

1. An Order, substantially in the form of the draft order included in the Motion Record, *inter alia*:
 - (a) recognizing and enforcing the terms of the Order dated September 12, 2022 (the “**Claims Bar Date Order**”) entered by the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Court**”) in the proceedings commenced in that Court by Revlon, Inc. and 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code (the “**Chapter 11 Debtors**”), which, *inter alia*, establishes deadlines for filing proofs of claim for all creditors of the Chapter 11 Debtors, including Canadian creditors, and approves the form and manner of notice with respect to the bar dates; and

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

THE GROUNDS FOR THE MOTION ARE:¹

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

3. By Order dated June 20, 2022, the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”) recognized the Chapter 11 Cases as “foreign main proceedings” (the “**CCAA Recognition Proceedings**”), recognized the appointment of the Foreign Representative, and granted related stays of proceedings in favour of the Chapter 11 Debtors (the “**Initial Recognition Order**”);

4. Justice Conway also recognized 13 First Day Orders that had previously been entered by the U.S. Court by separate order dated June 20, 2022 (the “**Supplemental Order**”). The Supplemental Order also appointed KSV Restructuring Inc. as the Information Officer in respect of the CCAA Recognition Proceedings, granted charges in favour of the Term DIP Agent, the ABL DIP Agent, and the Intercompany DIP Lenders, and an Administration Charge in the amount of \$1,500,000 in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer;

¹ Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the first affidavit of Robert M. Caruso, affirmed on June 19, 2022 in these proceedings, and the second affidavit of Robert M. Caruso, affirmed August 18, 2022 in these proceedings.

5. On August 24, 2022, Justice Conway of the Ontario Court granted an Order which, among other things, recognized and enforced (i) certain Second Day Orders entered by the U.S. Court; (ii) the KERP Order entered by the U.S. Court; and (iii) the Final DIP Order;
6. On August 23, 2022, the Chapter 11 Debtors filed the *Debtors' Application for Entry of an 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* (the “**Claims Bar Date Application**”);
7. Given that no objections were received, on September 12, 2022, the U.S. Court entered the Claims Bar Date Order without a hearing;
8. The Claims Bar Date Order provides, among other things, that (i) the general bar date to file proofs of claim for prepetition claims is October 24, 2022 at 5:00 p.m., prevailing Eastern Time; and (ii) the bar date for governmental units to file proofs of claim for prepetition claims is December 12, 2022 at 5:00 p.m., prevailing Eastern time;
9. The Chapter 11 Debtors are requesting that this Honourable Court recognize the Claims Bar Date Order and give it full effect in Canada;
10. The bar dates and procedures set out in the Claims Bar Date Order are reasonable and appropriate in the circumstances;
11. Recognition of this Order is necessary for the protection of the Chapter 11 Debtors' property and is in the interest of their creditors;

12. Recognition of the Claims Bar Date Order will ensure that the deadline for filing proofs of claim is enforceable against all creditors of the Chapter 11 Debtors in Canada so that the Chapter 11 Debtors can have an accurate understanding of the claims against their estates;
13. The Claims Bar Date Order provides that Canadian creditors are to be treated in the same manner as creditors situated in the U.S. or otherwise;
14. The Claims Bar Date Order also authorizes and entitles the Financial Services Regulatory Authority of Ontario to file one or more proofs of claim in the claims process contemplated by the Claims Bar Date Order, on behalf of the administrator of the Canadian Pension Plan in respect of any Canadian Pension Plan Claim;
15. The Chapter 11 Debtors have complied with the notice requirements in the Claims Bar Date Order;
16. The provisions of the CCAA, including Part IV and section 49 thereof; and
17. Such further and other grounds as counsel may request and this Honourable Court may permit.

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

- (a) The Third Affidavit of Robert M. Caruso, affirmed September 16, 2022;
- (b) The Second Report of the Information Officer, to be filed; and
- (c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

September 16, 2022

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

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PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

OSLER, HOSKIN & HARCOURT LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

Email: mwasserman@osler.com

Shawn T. Irving (LSO# 50035U)

Tel: 416.862.4733

Email: sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.5960

Email: mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB 2

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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

**THIRD AFFIDAVIT OF ROBERT M. CARUSO
(Recognition of Claims Bar Date Order)**

(Affirmed September 16, 2022)

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

1. I am a Managing Director of Alvarez & Marsal North America, LLC, (“**A&M**”), a restructuring advisory services firm with numerous offices throughout the United States and Canada.
2. A&M has been retained by Revlon, Inc. and 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Bankruptcy Code (the “**Chapter 11 Debtors**” and, together with their non-debtor affiliates, “**Revlon**” or the “**Company**”) to provide the Chapter 11 Debtors with a chief restructuring officer (“**CRO**”) and certain additional personnel.
3. As the leader of this engagement and designated CRO, I have independently reviewed, have become familiar with, and have personal knowledge regarding the Chapter 11 Debtors’ businesses, day-to-day operations, financial affairs, and books and records. As such, I have personal knowledge of the matters deposed herein. Where I have relied on other sources of information, I have so stated and believe them to be true. In preparing this affidavit, I have also consulted with the Company’s senior management team, and financial and legal advisors, including the Company’s Canadian counsel.
4. I affirm this affidavit in support of Revlon, Inc’s motion, in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) of the Chapter 11 Debtors, for an Order recognizing and enforcing the terms of the Order dated September 12, 2022 (the “**Claims**”).

Bar Date Order”) entered by the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Court**”) in the proceedings commenced in that Court by the Chapter 11 Debtors, which, *inter alia*, establishes deadlines for filing proofs of claim for all creditors of the Chapter 11 Debtors, including Canadian creditors, and approves the form and manner of notice with respect to the bar dates.

5. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in my first affidavit, affirmed June 19, 2022 (the “**First Caruso Affidavit**”) in these proceedings and my affidavit, affirmed August 18, 2022 (the “**Second Caruso Affidavit**”) in these proceedings, copies of which are attached without exhibits as **Exhibits “A” and “B”** to this affidavit.

A. Background

6. As set out in the First Caruso Affidavit, on June 15 and 16, 2022 (the “**Petition Date**”), the Chapter 11 Debtors filed voluntary petitions for relief (together, the “**Petitions**”) pursuant to Chapter 11 of the U.S. Bankruptcy Code with the U.S. Court (the “**Chapter 11 Cases**”).

7. The Chapter 11 Debtors filed several first day motions (the “**First Day Motions**”) with the U.S. Court on June 15 and 16, 2022 and the U.S. Court entered interim and/or final orders (the “**First Day Orders**”) in respect of these First Day Motions on June 16 and 17, 2022.

8. By Order dated June 20, 2022, the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Ontario Court**”) recognized the Chapter 11 Cases as “foreign main proceedings” (the “**CCAA Recognition Proceedings**”), recognized the appointment of the Foreign Representative, and granted related stays of proceedings in favour of

the Chapter 11 Debtors (the “**Initial Recognition Order**”). Attached as **Exhibit “C”** hereto is a copy of the Initial Recognition Order (without exhibits) and attached as **Exhibit “D”** hereto is a copy of Justice Conway’s June 20, 2022 Endorsement.

9. Justice Conway also recognized 13 First Day Orders that had previously been entered by the U.S. Court by separate order dated June 20, 2022 (the “**Supplemental Order**”). The Supplemental Order also appointed KSV Restructuring Inc. as the Information Officer in respect of the CCAA Recognition Proceedings, granted charges in favour of the Term DIP Agent, the ABL DIP Agent, and the Intercompany DIP Lenders, and an Administration Charge in the amount of \$1,500,000 in favour of Canadian counsel to the Chapter 11 Debtors, the Information Officer and counsel to the Information Officer. Attached as **Exhibit “E”** hereto is a copy of the Supplemental Order (without exhibits).

10. On July 22, 28 and 29, 2022, the U.S. Court heard final hearings for certain First Day Motions that had been filed by the Chapter 11 Debtors and thereafter entered final orders in respect of such motions (the “**Second Day Orders**”). Also on July 22, 2022, the U.S. Court heard a motion (the “**KERP Motion**”) seeking an Order (the “**KERP Order**”) approving the Chapter 11 Debtors’ key employee retention plan.

11. On August 2, 2022, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the “**Final DIP Order**”).

12. On August 24, 2022, Justice Conway of the Ontario Court granted an Order which, among other things:

- (a) recognized and enforced certain Second Day Orders entered by the U.S. Court;
- (b) recognized and enforced the KERP Order entered by the U.S. Court;
- (c) recognized and enforced the Final DIP Order; and
- (d) amended the Supplemental Order to reflect the Final DIP Order (it had previously reflected the terms and conditions of the Interim DIP Order).

13. Attached hereto as **Exhibit “F”** is a copy of the Order of Justice Conway dated August 24, 2022. Attached hereto as **Exhibit “G”** is a copy of the Endorsement of Justice Conway dated August 24, 2022.

B. Update on the Chapter 11 Cases

14. Since the Second Caruso Affidavit was affirmed, the Chapter 11 Debtors have continued to advance their restructuring objectives and to operate in the ordinary course as contemplated in the Chapter 11 Cases.

15. The Chapter 11 Debtors have continued to engage with their vendors, creditors, and stakeholders to stabilize their post-filing operations and develop potential frameworks for a reorganization. They have also continued to revise their go-forward business plan, which will guide their business operations through the Chapter 11 Cases and beyond.

16. In the Chapter 11 Cases:

- (a) On August 13, 2022, the Chapter 11 Debtors filed their schedules and statements, outlining their financial position on an entity-by-entity basis as of the Petition Date;
- (b) On August 22, 2022, the U.S. Court approved the retention of numerous of the Chapter 11 Debtors' professionals;
- (c) On August 25, 2022, the U.S. Court, after full argument, denied a motion by certain equity-holders of Revlon, Inc. for an official equity committee whose fees would be paid by the estate;
- (d) On September 2, 2022, the Chapter 11 Debtors filed their first monthly operating reports, reflecting their operating performance from the Petition Date through the month of July;
- (e) On September 8, 2022, the Second U.S. Circuit Court of Appeals in New York overturned the District Court's opinion in the Citibank mistaken payment dispute, which is described in my First Day Declaration filed with the U.S. Court and in the First Caruso Affidavit; and
- (f) On September 14, 2022, the U.S. Court, after full argument, granted the Chapter 11 Debtors' motion for approval of a Key Employee Incentive Plan which will provide incentive compensation to certain of the Chapter 11 Debtors' key executives based on the performance of the Company through the Chapter 11 Cases.

C. The Claims Bar Date Order

17. On August 23, 2022, the Chapter 11 Debtors filed the *Debtors' Application for Entry of an 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* (the “**Claims Bar Date Application**”). A copy of the Application is attached to this affidavit as **Exhibit “H”**.

18. The hearing of the Claims Bar Date Application was originally scheduled to be heard on September 14, 2022. Objections or responses to the Claims Bar Date Application were to be filed on or before September 7, 2022 at 4:00 p.m., prevailing Eastern Time.

19. Given that no objections were received, on September 12, 2022, the U.S. Court entered the Claims Bar Date Order without a hearing, a copy of which is attached as **Exhibit “I”** to this affidavit.

20. The key elements of the Claims Bar Date Order are as follows:

- (a) The general bar date to file proofs of claim for prepetition claims (the “**General Bar Date**”) is October 24, 2022 at 5:00 p.m., prevailing Eastern Time;
- (b) The bar date for governmental units to file proofs of claim for prepetition claims (the “**Governmental Bar Date**”) is December 12, 2022 at 5:00 p.m., prevailing Eastern time;
- (c) Those with claims arising from the rejection of an executory contract or unexpired lease must file a proof of claim by the later of (i) the General Bar Date or

Governmental Bar Date, as applicable, or (ii) any date the U.S. Court may fix in the applicable order authorizing the Chapter 11 Debtors' rejection of an executory contract or unexpired lease and, if no such date is provided, 5:00 p.m. prevailing Eastern Time on the date that is 30 days from the date of entry of such order;

- (d) If, subsequent to the date of entry of the Claims Bar Date Order, the Chapter 11 Debtors amend or supplement the schedules of assets and liabilities and statement of financial affairs (the "**Schedules**"), any affected creditor must file a proof of claim by the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, and (ii) 21 days from the date on which the Chapter 11 Debtors provide notice of an amendment or supplement to the Schedules;
- (e) If a holder of a claim is required to file a proof of claim under the Claims Bar Date Order and fails to do so, such holder is forever barred, estopped and enjoined from:
 - (a) asserting such claim against the Chapter 11 Debtors and their Chapter 11 estates (or filing a proof of claim with respect thereto), and the Chapter 11 Debtors and their properties and estates shall be forever discharged from any and all indebtedness or liability with respect to such claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such claim, and shall not be treated as a creditor with respect to such claim for any purpose in the Chapter 11 Cases; and
- (f) Notice of the claims process will be mailed to all known claimants and known holders of potential claims by September 17, 2022.

21. The Chapter 11 Debtors are requesting that this Honourable Court recognize the Claims Bar Date Order and give it full effect in Canada pursuant to Section 49 of the CCAA. The Chapter 11 Debtors are of the view that recognition of this Order is necessary for the protection of the Chapter 11 Debtors' property and is in the interest of their creditors for the following reasons:

- (a) The Chapter 11 Cases apply to all creditors of the Chapter 11 Debtors, wherever they may be located, and accordingly one comprehensive claims process is appropriate, and the Claims Bar Date Order provides that Canadian creditors are to be treated in the same manner as creditors situated in the U.S. or otherwise;
- (b) The bar dates and procedures are reasonable and appropriate in the circumstances, providing claimants with notice and opportunity to prepare and file proofs of claim, as well as allowing the Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay;
- (c) Recognition of the Claims Bar Date Order by the Ontario Court will ensure that the deadline for filing proofs of claim is enforceable against all creditors of the Chapter 11 Debtors in Canada so that the Chapter 11 Debtors can have an accurate understanding of the claims against their estates; and
- (d) As set out below, all known creditors and known potential claimants will receive sufficient notice of the claims process.

(a) Authorization for the FSRA to File Proof(s) of Claim

22. As set out in the First Caruso Affidavit, Revlon Canada Inc. ("**Revlon Canada**") is the sponsor and administrator of the Affiliated Revlon Companies Employees' Retirement Plan (the

“**Canadian Pension Plan**”), a defined benefit (“**DB**”) / defined contribution (“**DC**”) pension plan. The DB component was frozen to current service accruals in 2011. The DC component requires eligible employees to contribute 1% of their salary, which is matched by Revlon Canada. Elizabeth Arden Canada employees are also eligible for the Canadian Pension Plan.

23. I am advised by Andrea Boctor of Osler, Hoskin & Harcourt LLP that under the Ontario *Pension Benefit Act*, the statute under which the Canadian Pension Plan is registered, the administrator of a pension plan is entitled to enforce any potential funding claims against an employer who is obligated to contribute to the pension plan. It is therefore typically the administrator who is authorized to file a proof of claim in a CCAA or Chapter 11 claims process to address any potential claim that may be made based on the employer/debtors’ obligation to make a payment to the fund of the pension plan.

24. In the present case, however, Revlon Canada, one of the Chapter 11 Debtors, is both the employer and the administrator. As a debtor would not ordinarily file a claim against itself, in the view of the Foreign Representative, this creates a potential conflict of interest to be managed.

25. Together, the Claims Bar Date Order and the proposed recognition order¹ seek to manage this potential conflict of interest by authorizing and entitling the Financial Services Regulatory Authority of Ontario (“**FSRA**”) to file one or more proofs of claim in the claims process contemplated by the Claims Bar Date Order (the “**Claims Bar Date Process**”), on behalf of the administrator of the Canadian Pension Plan in respect of any Canadian Pension Plan Claim. FSRA has confirmed that this arrangement is acceptable to it on the terms set forth in the Claims Bar

¹ The proposed recognition order is found at Tab 3 of the Motion Record of the Applicant dated September 16, 2022.

Date Order and the proposed recognition order. The Claims Bar Date Order thus provides as follows:

Any Proof of Claim filed by the Financial Services Regulatory Authority of Ontario (“FSRA”), on behalf of the administrator of the Debtors’ Canadian registered pension plan, as authorized by Order of the Ontario Superior Court of Justice (Commercial List) in the Debtors’ proceedings under the Companies’ Creditors Arrangement Act, shall not be disputed or objected to on the basis that such Proof of Claim was filed by FSRA on behalf of such administrator.

26. The proposed recognition order filed with this Court also includes the following provision to address this issue:

THIS COURT ORDERS that, solely as an accommodation to the administrator of the Chapter 11 Debtors’ Canadian registered pension plan (the “**Canadian Pension Plan**”) and solely with respect to any claim based on the Chapter 11 Debtors’ obligation to make a payment to the fund of the Canadian Pension Plan (the “**Canadian Pension Plan Claim**”), the Financial Services Regulatory Authority of Ontario (“FSRA”) shall be authorized and entitled to file one or more proofs of claim in the process contemplated by the [Claims] Bar Date Order (the “**Bar Date Process**”), on behalf of the administrator of the Canadian Pension Plan in respect of any Canadian Pension Plan Claim; provided that, FSRA shall not incur any liability or obligation as a result of filing or not filing any such proof of claim, participating in the Bar Date Process or carrying out the provisions of this Order and the [Claims] Bar Date Order, and, for certainty, nothing herein shall cause FSRA to be liable for any Canadian Pension Plan Claim or to any beneficiary of the Canadian Pension Plan in connection with the Canadian Pension Plan.

27. Authorizing FSRA to file the claim on behalf of the administrator of the Canadian Pension Plan through the above provisions addresses the potential conflict issue in a manner that is efficient and streamlined relative to any other alternative. I understand that the Information Officer is supportive of the relief sought in this regard.

D. Notice

28. Pursuant to the Claims Bar Date Order, the Bar Date Notice (Exhibit 2 to the Claims Bar Date Order) and the relevant proof of claim forms will be sent by mail by September 17, 2022 to, *inter alia*, (i) all known Claimants (as defined in the Claims Bar Date Application), based upon the Chapter 11 Debtors' books and records, that are listed in the Chapter 11 Debtors' creditor matrix, and (ii) holders of potential claims listed in the Schedules. These lists include all known Claimants in Canada. I understand that approximately 0.4% of known Claimants reside in Quebec and approximately 4.7% of known Claimants reside in the rest of Canada.

29. The Chapter 11 Debtors also provided notice to the following additional parties receiving notice in the Chapter 11 Cases: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Chapter 11 Debtors' prepetition asset-based lending facility, (ii) administrative agent and collateral agent under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B lenders; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders; (j) U.S. Bank National Association, as indenture trustee for the Chapter 11 Debtors' pre-petition unsecured notes, and any counsel thereto; (k) Brown Rudnick LLP, as

counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Chapter 11 Debtors operate; (p) any party that has requested notice pursuant to Bankruptcy Rule 2002; (q) beneficial owners of the Chapter 11 Debtors' public debt securities; and (r) all known governmental units (including taxing authorities, environmental agencies, and all secretaries of state) for the jurisdictions in which any Chapter 11 Debtor maintains or conducts business.

30. By no later than September 26, 2022, the Chapter 11 Debtors will publish notice of the Bar Dates in the national editions of the *New York Times* and *USA Today*, and the national edition of *The Globe and Mail* in Canada.

31. The Claims Bar Date Application has been posted on the Noticing Agent's website since August 23, 2022 and the Claims Bar Date Order has been posted since September 12, 2022.

32. The Foreign Representative has made its filings in these proceedings available on the Information Officer's website. The Information Officer has confirmed that it intends to post a copy of the Claims Bar Date Order and any Order of this Court recognizing the Claims Bar Date Order on its website. The Foreign Representative intends to provide information regarding these proceedings to its stakeholders as inquiries arise.

33. I have been advised that the Information Officer is supportive of the relief requested in respect of the Claims Bar Date Order and intends to file a report with this Court outlining its support.

AFFIRMED BEFORE ME over
videoconference in accordance with the
Administering Oath or Declaration Remotely
Regulation, O. Reg 431/20, on September 16,
2022, while I was located in the City of
Toronto, in the Province of Ontario, and the
affiant was located in the City of New York,
in the State of New York.



MARLEIGH DICK
Commissioner for Taking Affidavits

ROBERT M. CARUSO

TAB A

THIS IS **EXHIBIT “A”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

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

Applicant

AFFIDAVIT OF ROBERT M. CARUSO

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

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

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

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

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

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

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

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

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PART I - BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II - THE BUSINESS

A. Overview

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

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

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

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

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

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

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

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

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

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

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

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

(a) Assets

24. As at April 2022, Revlon Canada had total assets of \$42,977,348 comprised of:

- Cash and Cash Equivalents – \$2,613,647
- Accounts Receivable (Net) – \$6,527,857
- Inventories (Net) – \$1,031,525
- Prepaid Expenses and Other – \$2,989,552
- Intercompany Receivables – \$15,325,028
- Plant, Property and Equipment (Net) – \$6,837,892
- Deferred Income Tax – \$164,430
- Permanent Displays – \$2,470,153
- Miscellaneous Other Assets – \$720,960

25. As at April 2022, Elizabeth Arden Canada had total assets of \$51,779,504, comprised of:

- Cash and Cash Equivalents – \$225,113
- Accounts Receivable (Net) – \$12,429,245
- Inventories (Net) – \$854,943
- Prepaid Expenses and Other – \$504,876
- Intercompany Receivables – \$12,440,627
- Plant, Property and Equipment (Net) – \$689,719
- Deferred Income Tax – \$741,639

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

(b) Liabilities

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

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

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

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

(c) Employees

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

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

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

(d) Collective Agreements

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

(e) Pension and Benefit Plans

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

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

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

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

(f) Operations in Canada

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

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

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

(g) Merchandise and Supplies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART III - PREPETITION CAPITAL STRUCTURE AND INDEBTEDNESS

A. Chapter 11 Debtors' Prepetition Capital Structure and Indebtedness

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

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

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

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

(a) US ABL Facility

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

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

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

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

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

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

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

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

(b) 2016 Term Loan Facility

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

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

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

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

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

(c) BrandCo Facilities

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

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

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

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

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

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

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

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

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

(d) Intercreditor Agreements

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

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

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

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

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

(e) Foreign Asset-Based Term Facility

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

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

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

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

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

(f) 2024 Unsecured Notes

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

(g) Common Stock

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

(h) Cash

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

B. Intercompany Transfers

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

C. Revlon Canada Litigation

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

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

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

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

D. Revlon Canada and Elizabeth Arden Canada PPSA Searches

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

PART IV - RECENT EVENTS

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

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

(a) 2020 Refinancing Efforts

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

(b) Impact of the COVID-19 Pandemic

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

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

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

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

(c) Citibank Litigation

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

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

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

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

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

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

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

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

(d) Prepetition Financing Efforts

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

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

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

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

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

(e) Cost-Cutting Measures

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

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

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

(f) Market Conditions and Industry Headwinds

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

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

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

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

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

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

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

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

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

(g) Governance

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

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

PART V - RESTRUCTURING NEGOTIATIONS AND PATH FORWARD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART VI - URGENT NEED FOR RELIEF IN CANADA

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

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

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

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

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

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

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

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

PART VII - RELIEF SOUGHT

A. Recognition of Foreign Main Proceedings

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

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

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

B. Recognition of First Day Orders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. DIP Facilities and DIP Charges³

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Appointment of Information Officer

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

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

E. Administration Charge

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

PART VIII -PROPOSED NEXT HEARING

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

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

PART IX - NOTICE

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

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

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

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

}



Commissioner for Taking Affidavits
(or as may be)



ROBERT M. CARUSO

TAB B

THIS IS **EXHIBIT “B”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

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

Applicant

SECOND AFFIDAVIT OF ROBERT M. CARUSO

(Affirmed August 18, 2022)

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

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

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

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

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

- (a) recognizing and enforcing certain Second Day Orders (defined below) entered by the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Court**”);
- (b) recognizing and enforcing the KERP Order (defined below) entered by the U.S. Court;
- (c) recognizing and enforcing the Final DIP Order (defined below);
- (d) amending the Supplemental Order (defined below) to reflect the Final DIP Order; and
- (e) such further and other relief as counsel may request and this Honourable Court may grant.

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

A. Background

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

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

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

- (a) Foreign Representative Order;
- (b) Joint Administration Order;
- (c) Interim DIP Order;
- (d) Interim Utilities Order;
- (e) Interim NOL Order;
- (f) Interim Taxes Order;
- (g) Interim Wages Order;
- (h) Interim Surety Bond Order;
- (i) Interim Vendor Order;
- (j) Interim Cash Management Order;
- (k) Interim Customer Programs Order;
- (l) Interim Insurance Order; and
- (m) Kroll Retention Order.

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

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

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

B. Update on the Chapter 11 Proceedings

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

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

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

- (c) The Company's management team is in regular dialogue with employees, customers, suppliers, vendors and other key partners to ensure that Revlon's operations are continuing in the ordinary course of business.
- (d) The Chapter 11 Debtors reached consensual resolutions on certain First Day Motions, allowing them to file Certificates of No Objection in advance of their Second Day Hearing before the U.S. Court on July 22, 2022.
- (e) The Chapter 11 Debtors have implemented a global communication strategy to address inbound inquiries from current and former employees. There is a toll-free hotline that addresses pension-specific inquiries, and the Chapter 11 Debtors have been returning calls daily. There is also a data room which circulates communications and diligence materials to relevant parties.
- (f) As described in the First Day Declaration, the Company has implemented numerous corporate governance changes in connection with the Chapter 11 Cases. The Company's management team and advisors are keeping the Chapter 11 Debtors' advisory committee, including the independent directors, apprised of all developments.
- (g) In Canada, customers, suppliers, and employees have been generally supportive of the Chapter 11 Cases. The Company's management team has been in constant communication with these key stakeholders. With regards to vendors supporting

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

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

C. The Second Day Motions

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

- (a) *Final Order (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* (the “**Final Utilities Order**”): In connection with the operation of the Chapter 11 Debtors’ businesses, including Revlon Canada and Elizabeth Arden Canada, the Chapter 11 Debtors

obtain water, sewer services, electricity, waste disposal, natural gas, telecommunications, internet and other similar services from many American and Canadian utility providers or their brokers. The Final Utilities Order, among other things, (i) prohibits Utility Providers (as defined in the Utilities Motion) from altering, refusing or discontinuing services; and (ii) provides Utility Providers with adequate assurance of payment within the meaning of section 366 of the U.S. Bankruptcy Code. Pursuant to the Final Utilities Order, (x) certain entities were found not to be Utility Providers and therefore not bound by the Final Utilities Order; and (y) the Objecting Utilities (as defined in the Final Utilities Order) were held not to be bound by the terms of the Final Utilities Order;

- (b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the “**Final NOL Order**”): The Final NOL Order (i) approves the Procedures (as defined in the NOL Motion) set forth in Exhibit 1 to the Order; (ii) provides that any transfer of Beneficial Ownership of Common Stock and/or Options, or grant or foreclosure of a Lien (each as defined in the Procedures) on Common Stock and/or Options or declaration of worthlessness with respect to Beneficial Ownership of Common Stock, in violation of the Procedures in Exhibit 1, are null and void *ab initio* and that the person or Entity (as defined in the Final NOL Order) making such transfer or declaration shall be required to take steps the Chapter 11 Debtors determine are necessary to be consistent with this; and (iii) requires any person or Entity making such declaration of worthlessness with respect to Beneficial Ownership of Common Stock in violation of the Procedures to file an

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

- (c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the “**Final Taxes Order**”): The Final Taxes Order authorizes the Chapter 11 Debtors to remit and pay certain accrued and outstanding prepetition Taxes and Fees (as defined in the Taxes Motion). This includes amounts owed to Canadian tax authorities. The Final Taxes Order provides for certain additional limitations, including that (i) the Chapter 11 Debtors may not make certain payments under the Tax Sharing Agreement (as defined in the Taxes Motion) in excess of \$150,000 in the aggregate; and (ii) every Friday, the Chapter 11 Debtors must deliver to the UCC and Ad Hoc Group of BrandCo Lenders’ advisors² a preliminary flash report of all payments of Taxes and Fees accrued prior to the Petition Date made in accordance with the Final Taxes Order;
- (d) *Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief* (the “**Final Wages Order**”): The Final Wages Order generally authorizes the Chapter 11 Debtors to (i) pay certain prepetition employee wages, salaries, other

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

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

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

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

- (f) *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimant, (C) 503(B)(9) Claimants, (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* (the “**Final Vendors Order**”): As noted in the Initial Affidavit, a critical component of the Chapter 11 Debtors’ supply chain involves business dealings with foreign vendors located across the globe, including in Canada. The Final Vendors Order authorizes, but does not direct, the Chapter 11 Debtors to pay the Vendor Obligations (as defined

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

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

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

- (h) *Final Order (A) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief* (the “**Final Customer Programs Order**”): The Final Customer Programs Order authorizes, but not directs, the Chapter 11 Debtors to honour any prepetition obligations on account of their Customer Programs and to continue the Customer Programs in the ordinary course of their businesses. As noted in the Initial Affidavit, a portion of Revlon Canada and Elizabeth Arden Canada's accrued accounts payable as at the Petition Date includes amounts owed to their customers under their Customer Programs. In addition to the Customer Programs described in the Customer Programs Motion, the Chapter 11 Debtors' Customer Programs referenced in the Final Customer Programs Order include relationships with (i) certain merchandiser companies who, among other services, place, organize, remove, and restock the Chapter 11 Debtors' products on the shelves of their retailers, and (ii) Commission Junction, a company that manages a network of online publishers who drive e-commerce sales through offering various rewards to consumers (e.g., rebates, coupons, and discounts). The Final Customer Programs Order also provides for certain additional limitations, including that (x) Chapter 11 Debtors must not make payments on account of any pre-Petition Date claims to any non-Chapter 11 Debtor affiliate or an affiliate of an insider, or on account of any pre-Petition Date claims for which either of these entities is a co-obligor, without providing five days' advance notice to the Ad Hoc Group of

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

- (i) *Final Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honor the Terms of the Premium Financing Agreement And Pay Premiums Thereunder, (E) Enter Into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief* (the “**Final Insurance Order**”): The Final Insurance Order authorizes the Chapter 11 Debtors to, among other things, (i) continue insurance coverage entered into prepetition and satisfy prepetition obligations related thereto in the ordinary course of business; (ii) renew, amend, supplement, extend, or purchase insurance coverage in the ordinary course of business; (iii) continue to pay Brokerage Fees (as defined in the Insurance Motion); and (iv) honour the terms of the premium financing agreement and pay premiums thereunder, and enter into new premium financing agreements in the

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

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

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

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

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

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

D. Final DIP Order

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

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

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

18. It is anticipated that Revlon will continue to be able to fund operations, as necessary, via normal course intercompany transfers to Revlon Canada and Elizabeth Arden Canada during these proceedings. In addition, Revlon Canada and Elizabeth Arden Canada benefit from the continued availability of the BrandCo Entities' intellectual property, including through their ability to sell associated products into the Canadian marketplace.

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

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

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

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

- (a) The DIP Collateral (as defined in the Final DIP Order) included the proceeds of certain estate causes of action against the DIP Lenders (as defined in the Final DIP Order);
- (b) The various estate waivers (e.g., Section 506(c) waiver, Section 552(b) waiver, marshalling waiver) were not fair or reasonable;
- (c) The Intercompany DIP Facility was unnecessary and neither fair nor reasonable;
- (d) The Final DIP Order unfairly gave the Prepetition BrandCo Lenders (as defined in the Final DIP Order) a veto right over the Chapter 11 Debtors' plan of reorganization; and
- (e) The proposed challenge period, investigation budget and milestones incorporated into the DIP Facilities were unreasonable and not in the best interests of the estates.

23. On August 2, 2022, the U.S. Court entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "**Final DIP Order**"), a copy of which is attached to the Third Dick Affidavit as **Exhibit "M"**.

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

- (a) the milestones in the Term DIP Credit Agreement and the ABL DIP Credit Agreement are deemed to be: (i) August 2, 2022 (for the U.S. Court to have entered the Final DIP Order, as set forth in section 6.17(d) of the Term DIP Credit Agreement and section 6.20(d) of the ABL DIP Credit Agreement); (ii) November 15, 2022 (for the Chapter 11 Debtors to have entered into an Acceptable Restructuring Support Agreement, as set forth in section 6.17(e) of the Term DIP Credit Agreement and section 6.20(e) of the ABL DIP Credit Agreement); and (iii) December 14, 2022 (for the Chapter 11 Debtors to have filed an Acceptable Plan of Reorganization, together with a proposed Acceptable Disclosure Statement, as set forth in 6.17(f) of the Term DIP Credit Agreement and section 6.20(f) of the ABL DIP Credit Agreement), in each case unless otherwise agreed in writing by the Required DIP Lenders;
- (b) any party in interest seeking to Challenge the Chapter 11 Debtors' stipulations in paragraph G of the Final DIP Order must file a Challenge (or a motion seeking standing to pursue a Challenge, if necessary) within 90 days of entry of the Final DIP Order, which deadline can be extended by either the U.S. Court order or consent from the applicable secured lenders;

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

- (c) the Investigation Budget shall be \$350,000 and the Final DIP Order must not be deemed to limit, among other things, the ability of the UCC's professionals to seek approval from the U.S. Court to be paid from unencumbered assets, if any, for services rendered in connection with a Challenge, an Investigation or any other matter as to which the use of DIP Loans, DIP Collateral, Prepetition Collateral and the Carve-Out is limited by the Final DIP Order;
- (d) the Final DIP Order does not prejudice, limit, impact or otherwise impair the ability of any party in interest to make arguments regarding, among other things, the value of any Chapter 11 Debtor, the appropriate allocation of that value, and the appropriate allocation of the burden of repaying the DIP Facilities; and
- (e) the Final DIP Order does not impair the U.S. Court's authority to modify certain provisions of the Final DIP Order, to the extent they are premised upon, among other things, the validity or priority of a prepetition claim or lien, the validity of a prepetition agreement or the inclusion of any asset in any specific Chapter 11 Debtor's estate, and, among other things, such claim is disallowed, such lien is avoided, such prepetition agreement is invalidated or such asset is determined to be property of another Chapter 11 Debtor's estate.

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

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

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

}



MARLEIGH DICK

Commissioner for Taking Affidavits



ROBERT M. CARUSO

TAB C

THIS IS **EXHIBIT “C”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits

Bari Cosmetics, Ltd., Beautyge Brands USA, Inc., Beautyge I, Beautyge II, LLC, Beautyge U.S.A., Inc, BrandCo Almay 2020 LLC, BrandCo Charlie 2020 LLC, BrandCo CND 2020 LLC, BrandCo Curve 2020 LLC, BrandCo Elizabeth Arden 2020 LLC, BrandCo Giorgio Beverly Hills 2020 LLC, BrandCo Halston 2020 LLC, BrandCo Jean Nate 2020 LLC, BrandCo Mitchum 2020 LLC, BrandCo Multicultural Group 2020 LLC, BrandCo PS 2020 LLC, BrandCo White Shoulders 2020 LLC, Charles Revson Inc., Creative Nail Design, Inc., Cutex, Inc., DF Enterprises, Inc., Elizabeth Arden (Canada) Limited, Elizabeth Arden (Financing), Inc., Elizabeth Arden (UK) Ltd., Elizabeth Arden Investments, LLC, Elizabeth Arden NM, LLC, Elizabeth Arden Travel Retail, Inc., Elizabeth Arden USC, LLC, Elizabeth Arden, Inc., FD Management, Inc., North America Revsale Inc., OPP Products, Inc., PPI Two Corporation, RDEN Management, Inc., Realistic Roux Professional Products Inc., Revlon Canada Inc., Revlon Consumer Products Corporation, Revlon Development Corp., Revlon Professional Holding Company LLC, Revlon Government Sales, Inc., Revlon International Corporation, Revlon (Puerto Rico) Inc., Riros Corporation, Riros Group Inc., RML, LLC, Roux Laboratories, Inc., Roux Properties Jacksonville, LLC, and SinfulColors Inc. (collectively, the “**Chapter 11 Debtors**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

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

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

AND UPON HEARING the submissions of counsel for the Foreign Representative, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed June 20, 2022:

SERVICE

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

FOREIGN REPRESENTATIVE

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

CENTRE OF MAIN INTEREST AND RECOGNITION OF FOREIGN PROCEEDING

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

STAY OF PROCEEDINGS

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

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

NO SALE OF PROPERTY

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

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

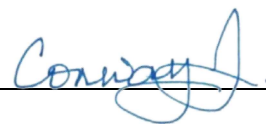
GENERAL

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

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Chapter 11 Debtors and the Foreign Representative and their respective counsel and agents in carrying out the terms of this Order.

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

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



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

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

AND IN THE MATTER OF REVLON, INC. et al

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

Applicant

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

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

OSLER, HOSKIN & HARCOURT, LLP

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

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

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

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

Fax: 416.862.6666

Lawyers for the Applicant

TAB D

THIS IS **EXHIBIT “D”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.

A handwritten signature in blue ink, appearing to read "Michael J. ...", is written over a horizontal line.

A Commissioner for Taking Affidavits



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

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

NO. ON LIST: 4

TITLE OF PROCEEDING: IN THE MATTER OF REVLON

BEFORE JUSTICE: CONWAY, B

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

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

For Defendant, Respondent, Responding Party, Defence:

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

For Other, Self-Represented:

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

CONWAY J. ENDORSEMENT:

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

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

The Application is unopposed.

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

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

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

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

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

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

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

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

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

Conway J.

TAB E

THIS IS **EXHIBIT “E”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits

Bari Cosmetics, Ltd., Beautyge Brands USA, Inc., Beautyge I, Beautyge II, LLC, Beautyge U.S.A., Inc, BrandCo Almay 2020 LLC, BrandCo Charlie 2020 LLC, BrandCo CND 2020 LLC, BrandCo Curve 2020 LLC, BrandCo Elizabeth Arden 2020 LLC, BrandCo Giorgio Beverly Hills 2020 LLC, BrandCo Halston 2020 LLC, BrandCo Jean Nate 2020 LLC, BrandCo Mitchum 2020 LLC, BrandCo Multicultural Group 2020 LLC, BrandCo PS 2020 LLC, BrandCo White Shoulders 2020 LLC, Charles Revson Inc., Creative Nail Design, Inc., Cutex, Inc., DF Enterprises, Inc., Elizabeth Arden (Canada) Limited, Elizabeth Arden (Financing), Inc., Elizabeth Arden (UK) Ltd., Elizabeth Arden Investments, LLC, Elizabeth Arden NM, LLC, Elizabeth Arden Travel Retail, Inc., Elizabeth Arden USC, LLC, Elizabeth Arden, Inc., FD Management, Inc., North America Revsale Inc., OPP Products, Inc., PPI Two Corporation, RDEN Management, Inc., Realistic Roux Professional Products Inc., Revlon Canada Inc., Revlon Consumer Products Corporation, Revlon Development Corp., Revlon Professional Holding Company LLC, Revlon Government Sales, Inc., Revlon International Corporation, Revlon (Puerto Rico) Inc., Riros Corporation, Riros Group Inc., RML, LLC, Roux Laboratories, Inc., Roux Properties Jacksonville, LLC, and SinfulColors Inc. (collectively, the “**Chapter 11 Debtors**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form enclosed in the Application Record, was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

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

AND UPON HEARING the submissions of counsel for the Foreign Representative, and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed June 20, 2022, and on reading the consent of KSV Restructuring Inc. to act as the information officer:

SERVICE

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

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

INITIAL RECOGNITION ORDER

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

RECOGNITION OF FOREIGN ORDERS

4. **THIS COURT ORDERS** that the following orders of the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Bankruptcy Court**”) made in the Foreign Proceeding (as defined in the Recognition Order) (the “**Foreign Orders**”) are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order (I) Authorizing Revlon, Inc. to Act as Foreign Representative, and (II) Granting Related Relief* (the “**Foreign Representative Order**”);
- (b) *Order (A) Directing Joint Administration of Chapter 11 Cases and (B) Granting Related Relief* (the “**Joint Administration Order**”);
- (c) *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “**Interim DIP Order**”);
- (d) *Interim Order (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate*

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

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

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

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

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

APPOINTMENT OF INFORMATION OFFICER

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

NO PROCEEDINGS AGAINST THE CHAPTER 11 DEBTORS OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH RIGHTS

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

ADDITIONAL PROTECTIONS

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

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

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

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

OTHER PROVISIONS RELATING TO INFORMATION OFFICER

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

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

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

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

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

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

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

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

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

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

INTERIM FINANCING

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

GENERAL

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

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

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

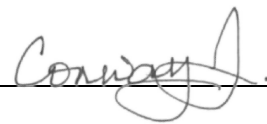
Debtors, the Foreign Representative and the Information Officer, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer and their respective counsel and agents in carrying out the terms of this Order.

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

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

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

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



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

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

AND IN THE MATTER OF REVLON, INC. et al

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

Applicant

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

**SUPPLEMENTAL ORDER
(FOREIGN MAIN PROCEEDING)**

OSLER, HOSKIN & HARCOURT, LLP

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

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

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

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

Fax: 416.862.6666

Lawyers for the Applicant

TAB F

THIS IS **EXHIBIT “F”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 24TH
JUSTICE CONWAY) DAY OF AUGUST, 2022

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

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

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

Applicant

RECOGNITION ORDER
(Second Day Orders and Related Relief)

THIS MOTION, made by Revlon, Inc. in its capacity as the foreign representative (the "Foreign Representative") of Revlon, Inc., Almay, Inc., Art & Science, Ltd., Bari Cosmetics, Ltd., Beautyge Brands USA, Inc., Beautyge I, Beautyge II, LLC, Beautyge U.S.A., Inc, BrandCo

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

ON READING the Notice of Motion, the Affidavit of Robert M. Caruso affirmed August 18, 2022, the Affidavit of Marleigh Dick affirmed August 17, 2022 (the “**Dick Affidavit**”), and the first report of KSV Restructuring Inc., in its capacity as information officer (the “**Information Officer**”), dated August 22, 2022, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel to the Information Officer, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed August 18, 2022.

SERVICE AND DEFINITIONS

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

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

RECOGNITION OF FOREIGN ORDERS

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

- (a) *Final Order (A) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Utility Services, (B) Determining Adequate Assurance of Payment for Future Utility Services, (C) Establishing Procedures for Determining Adequate Assurance of Payment, and (D) Granting Related Relief* (the “**Final Utilities Order**”);
- (b) *Final Order Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock and Claims Against the Debtors* (the “**Final NOL Order**”);
- (c) *Final Order (A) Authorizing the Payment of Certain Prepetition Taxes and Fees and (B) Granting Related Relief* (the “**Final Taxes Order**”);
- (d) *Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief* (the “**Final Wages Order**”);

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- (e) *Final Order (A) Authorizing the Debtors to Continue and Renew their Surety Bond Program and (B) Granting Related Relief (the “**Final Surety Bond Order**”);*
- (f) *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of (A) Lien Claimants, (B) Import Claimant, (C) 503(B)(9) Claimants, (D) Foreign Vendors, and (E) Critical Vendors, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief (the “**Final Vendors Order**”);*
- (g) *Final Order (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief (the “**Final Cash Management Order**”);*
- (h) *Final Order (A) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (B) Granting Related Relief (the “**Final Customer Programs Order**”);*
- (i) *Final Order (I) Authorizing the Debtors to (A) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Supplement, Modify, or Purchase Insurance Coverage, (C) Continue to Pay Brokerage Fees, (D) Honor the Terms of the Premium Financing Agreement And Pay Premiums Thereunder, (E) Enter Into New Premium Financing Agreements in the Ordinary Course of Business, and (II) Granting Related Relief (the “**Final Insurance Order**”);*
- (j) *Order (I) Authorizing the Retention and Payment, Effective As Of The Petition Date, Of Professionals Utilized By The Debtors In The Ordinary Course Of Business And (II) Granting Certain Related Relief (the “**OCP Order**”);*
- (k) *Order Authorizing Employment and Retention Of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc To The Petition Date (the “**Kroll Retention Order**”);*

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- (l) *Order Approving the Debtors' Key Employee Retention Plan* (the "**KERP Order**"); and
- (m) *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "**Final DIP Order**").

(copies of the Foreign Orders are attached as Schedules "A" through "M" of the Dick Affidavit);

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

AMENDMENTS TO THE SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that paragraph 20 of the Supplemental Order is hereby amended as follows:

20. **THIS COURT ORDERS** that (i) the Term DIP Agent, for and on behalf of itself and the Term DIP Lenders (each as defined in the Interim DIP Order **and the Final DIP Order (as defined in the Affidavit of Robert M. Caruso affirmed August 18, 2022 in these proceedings)**) shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Term Charge**"), (ii) the ABL DIP Agent, for and on behalf of itself and the ABL DIP Lenders (each as defined in the Interim DIP Order **and the Final DIP Order**) shall be entitled to the benefit of and is hereby granted a charge (the "**DIP ABL Charge**"), and (iii) the Intercompany DIP Lenders (as defined in the Interim DIP Order **and the Final DIP Order**) shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Intercompany Charge**", and together with the DIP Term Charge and the DIP ABL Charge, the "**DIP Charges**") on the Property in Canada, in each case, consistent with the liens and charges created by the Interim DIP Order **and the Final DIP Order**, provided however that, with respect to the Property in Canada, the DIP Charges shall have the priority set out in paragraphs 21 and 23 hereof, and further provided that, the DIP Charges shall not be enforced except with leave of this Court on notice to those parties on the service list established for these proceedings.

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5. **THIS COURT ORDERS** that paragraph 21 of the Supplemental Order is hereby amended as follows:

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

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

GENERAL

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

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

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

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



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

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

AND IN THE MATTER OF REVLON, INC. et al

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

Applicant

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Proceeding commenced at Toronto

**RECOGNITION ORDER
(Second Day Orders and Related Relief)**

OSLER, HOSKIN & HARCOURT, LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

mwasserman@osler.com

Shawn Irving (LSO# 50035U)

Tel: 416.862.4733

sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

TAB G

THIS IS **EXHIBIT “G”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.

A handwritten signature in blue ink, appearing to read "Michael J. ...", is written over the date "SEPTEMBER, 2022." in the text above.

A Commissioner for Taking Affidavits



SUPERIOR COURT OF JUSTICE
COUNSEL SLIP

COURT FILE

NO.: CV-22-00682880-00CL

DATE: August 24, 2022

NO. ON LIST 7

TITLE OF
PROCEEDING

REVLON, INC. et al v. ALMAY, INC. et al

BEFORE MADAM JUSTICE CONWAY

COUNSEL FOR: Revlon, Inc.

PLAINTIFF(S)

APPLICANT(S)

PETITIONER(S)

IRVING, Shawn
NAME WASSERMAN, Marc
DICK, Marleigh
FAX N/A
EMAIL sirving@osler.com
mwasserman@osler.com
mdick@osler.com

COUNSEL FOR:

DEFENDANT(S)

RESPONDENT(S)

NAME N/A
FAX N/A
EMAIL N/A

OTHERS:

MEREDITH, Heather
Counsel for KSV Restructuring Inc.
E: hmeredith@mccarthy.ca

CULLETON, Laura
Counsel for Financial Services Regulatory Authority
E: laurac@chaitons.com

COBB, Evan
Counsel for Midcap Financial
E: evan.cobb@nortonrosefulbright.com

ROGERS, Linc
Counsel for Citibank
E: linc.rogers@blakes.com

CALDWELL, Brennan | CHADWICK, Rob
Counsel for Ad Hoc Committee of Brandco Lenders
E: bcaldwell@goodmans.ca & rchadwick@goodmans.ca

CHIEN, Charlotte
Counsel for QuadReal Group Limited Partnership
E: cchien@blg.com

JUDICIAL NOTES:

Conway J. Endorsement

All defined terms in this endorsement shall, unless otherwise defined, have the meanings ascribed to them in Revlon, Inc.'s motion record for today's hearing.

The Applicant seeks recognition of 14 Second Day Orders granted by the U.S. Court on July 22, 2022, including the KERP Order and the Final DIP Order. The relief sought is unopposed and is recommended by the Information Officer in its First Report. The Information Officer notes that no Canadian stakeholders objected to the Second Day Orders in the Chapter 11 Proceedings and its counsel confirmed at the hearing that it has not had any opposition from Canadian stakeholders with respect to these orders.

Counsel for the Applicant advised the court of next steps in this proceeding. A further attendance before me shall be arranged through the Commercial List office at the appropriate time.

Order to go as signed by me and attached to this endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.



TAB H

THIS IS **EXHIBIT “H”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.

A Commissioner for Taking Affidavits

Hearing Date: September 14, 2022 at 10:00 a.m., prevailing Eastern Time
Objection Deadline: September 7, 2022 at 4:00 p.m., prevailing Eastern Time

Paul M. Basta, Esq.
Alice Belisle Eaton, Esq.
Kyle J. Kimpler, Esq.
Robert A. Britton, Esq.
Brian Bolin, Esq.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Counsel to the Debtors and Debtors in Possession

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

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

**NOTICE OF DEBTORS’ APPLICATION FOR ENTRY OF AN
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**

PLEASE TAKE NOTICE that on August 23, 2022, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Entry of an 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* (the “Application”). A hearing (the “Hearing”) on the Application will be held on **September 14, 2022, at 10:00 a.m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE that in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted via Zoom videoconference. Parties wishing

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

to appear at the 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 Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE that any responses or objections (each an “Objection”) to the relief requested in the Application shall: (a) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; and (b) be served so as to be actually received by **September 7, 2022, at 4:00 p.m., prevailing Eastern Time** in a manner consistent with the *Revised Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 279] and the procedures set forth therein as Exhibit 1 (the “Case Management Procedures”), including, but not limited to, by serving any Objection on the parties listed in paragraphs 22 and 34 of the Case Management Procedures.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Application, which order may be entered with no further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Application to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that *your rights may be affected*. **You should read the Application carefully and discuss it with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.**

PLEASE TAKE FURTHER NOTICE that copies of the Application can be viewed and/or obtained by: (i) accessing the Court’s website at www.nysb.uscourts.gov, or (ii) from the Debtors’ proposed 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.

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New York, New York
Dated: August 23, 2022

/s/ Robert A. Britton

Paul M. Basta, Esq.

Alice Belisle Eaton, Esq.

Kyle J. Kimpler, Esq.

Robert A. Britton, Esq.

Brian Bolin, Esq.

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

1285 Avenue of the Americas

New York, NY 10019

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

pbasta@paulweiss.com

aeaton@paulweiss.com

kkimpler@paulweiss.com

rbritton@paulweiss.com

bbolin@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Hearing Date: September 14, 2022 at 10:00 a.m., prevailing Eastern Time
Objection Deadline: September 7, 2022 at 4:00 p.m., prevailing Eastern Time

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

Counsel to the Debtors and Debtors in Possession

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

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

**DEBTORS’ APPLICATION FOR ENTRY OF AN 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**

The above-captioned debtors and debtors in possession (the “Debtors”) apply to the Court (the “Application”), pursuant to sections 105, 501, 502, and 503 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 3003, and 9007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 3003-1 of the Local Rules of Bankruptcy Procedure for

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

the Southern District of New York (the “Local Rules”), and General Order M-453 adopting the *Procedural Guidelines for Filing Requests for Bar Date Orders in the United States Bankruptcy Court for the Southern District of New York* (the “Guidelines”), for the entry of an order, in substantially the form attached as **Exhibit A** (the “Bar Date Order”), (a) establishing deadlines for creditors to submit (i) proofs of claim and (ii) requests for payment under section 503(b)(9) of the Bankruptcy Code, (b) approving the form, manner, and notice thereof, and (c) granting related relief. In support of this Application, the Debtors respectfully state as follows:

JURISDICTION

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated January 31, 2012. The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008 to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105(a), 501, 502(b)(9), and 503(b)(9) of the Bankruptcy Code, Bankruptcy Rules 2002, 3003(c)(3), and 9007, Local Rule 3003-1, and the Guidelines.

BACKGROUND

4. On June 15, 2022 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing the instant cases

(the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code.

5. On June 17, 2022, the Court authorized the retention and employment of Kroll Restructuring Administration, LLC (“Kroll”) as notice and claims agent to the Debtors [Docket No. 66].

6. No trustee or examiner has been appointed in the 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 “Committee”) [Docket No. 121].

7. On August 13, 2022, each of the Debtors filed its schedules of assets and liabilities and statement of financial affairs (collectively, the “Schedules”).

8. A description of the Debtors’ businesses, the reasons for commencing these Chapter 11 Cases, and the facts and circumstances supporting this Application are set forth in the *Declaration of Robert M. Caruso, Chief Restructuring Officer, (I) in Support of First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* (the “First Day Declaration”) [Docket No. 30].²

RELIEF REQUESTED

9. By this Application, the Debtors seek entry of the Bar Date Order:
- a. establishing October 25, 2022 at 5:00 p.m., prevailing Eastern Time, (the “General Bar Date”) as the final date and time for any entity (as such term is defined in section 101(15) of the Bankruptcy Code, including

² The First Day Declaration was filed on the Petition Date and is incorporated herein by reference. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the First Day Declaration and *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the “DIP Order”) [Docket No. 330].

individuals, estates, partnerships, corporations, joint ventures, and trusts, each, an “Entity”), other than any governmental unit, to file a Proof of Claim (as defined below) based on a prepetition Claim (as defined below) against any Debtor, including Claims arising under section 503(b)(9) of the Bankruptcy Code (such claim, a “503(b)(9) Claim”);

- b. establishing December 12, 2022 at 5:00 p.m., prevailing Eastern Time, as the deadline for each governmental unit as defined in section 101(27) of the Bankruptcy Code (a “Governmental Unit”) to file a Proof of Claim against any Debtor (the “Governmental Bar Date”);
- c. establishing the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m., prevailing Eastern Time, on the date that is 21 days from the date on which the Debtors provide notice of a previously unfiled Schedule or an amendment or supplement to a Schedule as the deadline (the “Amended Schedules Bar Date”) by which a creditor holding a Claim affected by such filing, amendment, or supplement must file a Proof of Claim with respect to such Claim;
- d. establishing the later of (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) any date this Court may fix in the applicable order authorizing the Debtors’ rejection of an executory contract or unexpired lease and, if no such date is provided, 5:00 p.m. prevailing Eastern Time on the date that is 30 days from the date of entry of such order (the “Rejection Damages Bar Date,” and together with the General Bar Date, the Governmental Bar Date and the Amended Schedules Bar Date, the “Bar Dates”) by which a Claimant (as defined below) asserting a Claim arising from a Debtor’s rejection of an executory contract or unexpired lease must file a Proof of Claim for damages arising from such rejection;
- e. approving the form and manner for filing Proofs of Claim;
- f. approving notice of the Bar Dates, including the proposed form of publication notice; and
- g. granting related relief.

I. The Bar Dates

10. Bankruptcy Rule 3003(c)(3) provides that the Court shall fix the time within which proofs of claim (individually, a “Proof of Claim”) must be filed in a chapter 11 case. Bankruptcy Rule 3003(c)(2) provides that any creditor that asserts a claim as defined in section 101(5) of the Bankruptcy Code (a “Claim”) against any of the Debtors that arose prior to the Petition Date and

whose Claim is not listed on the Debtors' Schedules or whose Claim is listed on the Schedules as disputed, contingent, or unliquidated, must file a Proof of Claim.

A. General Bar Date

11. The Bar Date Order provides that each person (as such term is defined in section 101(27) of the Bankruptcy Code, a "Person," and collectively with all other Entities and Governmental Units which shall be subject to the Bar Date Order, the "Claimants") or Entity other than a Governmental Unit asserting a Claim against a Debtor, including a 503(b)(9) Claim, must file a separate Proof of Claim that substantially complies with Official Bankruptcy Form B410³ or the form attached as **Exhibit 1** to the Bar Date Order (a "Proof of Claim Form"), so as to be actually received by Kroll on or before the General Bar Date. A Proof of Claim will be deemed timely filed by a Person or Entity only if it is actually received by Kroll on or before the General Bar Date.

B. Governmental Bar Date

12. Section 502(b)(9) of the Bankruptcy Code provides that a Governmental Unit shall have 180 days after the Petition Date, or such later time as the Bankruptcy Rules may provide, to file a Proof of Claim. The Bar Date Order provides that each Governmental Unit asserting a Claim against a Debtor, including a 503(b)(9) Claim, must file a separate Proof of Claim that substantially complies with the Proof of Claim Form so as to be actually received by Kroll on or before the Governmental Bar Date. A Proof of Claim by a Governmental Unit will be deemed timely filed only if it is actually received by Kroll on or before the Governmental Bar Date.

³ Official Form B410 is available at <http://www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0>.

C. Amended Schedules Bar Date

13. In the event that a Debtor files a previously unfiled Schedule or amends or supplements a Schedule subsequent to the date of the entry of the Order, the Debtors propose that the Court establish the later of: (i) the General Bar Date or the Governmental Bar Date, as applicable, or (ii) 5:00 p.m., prevailing Eastern Time, on the date that is 21 days from which the Debtors provided notice of the previously unfiled Schedule or amendment or supplement to the Schedules, as the deadline on or before which Claimants holding Claims affected by such filing amendment or supplement must file a Proof of Claim with respect to such Claim so that such Proof of Claim is actually received by Kroll on or before the Amended Schedules Bar Date.

D. Rejection Damages Bar Date

14. The Debtors propose that any Proofs of Claim with respect to Claims against any Debtor arising from the rejection of an executory contract or unexpired lease, if any, must be filed with Kroll by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, or (b) any date this Court may fix in the applicable order authorizing such rejection and, if no such date is provided, 5:00 p.m. prevailing Eastern Time on the date that is 30 days from the date of entry of such order, as the deadline on or before which Claimants holding Claims for damages arising from such rejection must file Proofs of Claim with respect to such rejection so that such Proofs of Claim are actually received by Kroll on or before the Rejection Damages Bar Date. The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

II. Who Must File a Proof of Claim; Effect of Failure to File a Proof of Claim

A. Parties Required to Submit Proofs of Claim by the Bar Dates

15. Except as otherwise set forth herein, all Claimants with Claims, including 503(b)(9) Claims, must file Proofs of Claim on or prior to the applicable Bar Date. This includes all Persons, Entities, and Governmental Units with:

- a. Claims based on acts or omissions of the Debtors that occurred prior to the Petition Date, even if such Claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Petition Date;
- b. Claims against a Debtor that are not listed in the applicable Debtor's Schedules or are listed as any of disputed, contingent, or unliquidated;
- c. Claims that are improperly classified in the Schedules or that are listed in an incorrect amount or by a Claimant that desires to have its Claim allowed in a classification or amount other than that identified in the Schedules;
- d. Claims that are listed in the Schedules but not as an obligation of the specific Debtor against which the Claim is listed by a Claimant that desires to have its Claim allowed against a Debtor other than the Debtor identified in the Schedules; or
- e. Section 503(b)(9) Claims.

B. Parties Not Required to Submit Proofs of Claim by the Bar Dates

16. The Debtors propose that the following Persons, Entities, or Governmental Units whose Claims would otherwise be subject to a Bar Date need not file a Proof of Claim:

- a. any Person or Entity that has already filed a properly supported and executed Proof of Claim against the applicable Debtor with either Kroll or the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form prior to the entry of the Bar Date Order;
- b. any Person or Entity (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as "disputed," "contingent," or "unliquidated," and (iii) who does not dispute the amount or characterization of its Claim (including that the Claim is an obligation of the specific Debtor against which the Claim is scheduled) as set forth in the Schedules;

- c. professionals retained by the Debtors, the Committee, or any other committee appointed in these Chapter 11 Cases pursuant to orders of this Court that assert administrative Claims for fees and expenses subject to the Court's approval pursuant to sections 330, 331, 363, and 503(b) of the Bankruptcy Code;
- d. professionals whose payment this Court approved under the DIP Order;
- e. any Person or Entity that holds or asserts a Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense other than 503(b)(9) Claims;
- f. any Person or Entity that holds a Claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;
- g. current officers, directors, and employees of the Debtors that may hold contingent and unliquidated Claims for indemnification, contribution, or reimbursement arising as a result of such officers', directors', or employees' prepetition or postpetition services to the Debtors; *provided*, that any officer, director or employee covered by this provision that wishes to assert Claims, other than contingent and unliquidated Claims for indemnification, contribution, or reimbursement, must file Proofs of Claim on account of such Claims on or before the General Bar Date unless another exception in this paragraph applies;
- h. any current employee of the Debtors, solely with respect to any Claim based on the payment of wages, compensation (including incentive compensation payments) and benefits (i) arising in the ordinary course of business postpetition, (ii) previously authorized to be paid by the *Final Order (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* entered on July 22, 2022 [Docket No. 272] or *Order Approving the Debtors' Key Employee Retention Plan* entered on July 25, 2022 [Docket No. 281], (iii) for which authority to pay has been requested in the *Debtors' Motion for Entry of an Order Approving the Key Employee Incentive Plan* filed on August 11, 2022 [Docket No. 366]; *provided, however*, that a current employee must submit a Proof of Claim by the General Bar Date for any other Claim that arose before the Petition Date, including Claims, if any, related to discrimination, harassment, a hostile work environment or retaliation; *provided, further*, that notwithstanding the foregoing, either employees (present or former) or their labor union must submit Proofs of Claim relating to grievances prior to the General Bar Date to the extent the grounds for such grievances arose on or prior to the Petition Date; *provided, however*, that notwithstanding anything else in the Bar Date Order (i) the labor union may submit a Proof of Claim itemizing such grievances on behalf of its members, and may file

one Proof of Claim against Debtor Revlon, Inc. on or before the General Bar Date with respect to all of the amounts owed under the applicable collective bargaining agreements on behalf of the labor union or its members, which master Proof of Claim shall be deemed asserted by the labor union against each of the Debtors that are employers under the applicable collective bargaining agreements so long as such master Proof of Claim sets forth in reasonable detail the basis and amount of the Claim asserted against each Debtor and (ii) any employee represented by a Union may similarly file a Proof of Claim (if any) against only Debtor Revlon, Inc. and such Proof of Claim shall be deemed asserted against such represented employee's employer under the applicable collective bargaining agreements;

- i. any Debtor or wholly-owned subsidiary of a Debtor asserting a Claim against any Debtor;
- j. any Person or Entity whose Claim asserts a right to payment or performance solely against a non-Debtor affiliate of a Debtor;
- k. any Person or Entity whose Claim has already been paid in full by a Debtor in accordance with the Bankruptcy Code or in accordance with an order of the Court, or by any other party;
- l. any Person or Entity whose Claim has been allowed by an order of the Court entered on or before the applicable Bar Date;
- m. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, or bonds issued by any of the Debtors (a "Debt Claim") pursuant to an indenture or credit agreement, as applicable (collectively, the "Debt Instruments"); *provided*, that the relevant authorized indenture trustee or administrative agent under the applicable Debt Instrument shall file a single master Proof of Claim on or before the General Bar Date in the Lead Case (as defined below), which shall be deemed to constitute the filing of such proof of claim or proofs of claim in the cases of all Debtors that are obligors under that Debt Instrument. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors with respect to the number, allowance, amount, or priority of the Debt Claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Debt Claims;⁴
- n. any Person or Entity that holds an interest of Revlon, Inc. solely with respect to such holder's ownership interest in or possession of such interest, which shall include common stock, warrants, and rights or options to purchase,

⁴ To the extent that this subparagraph m conflicts with paragraph 36 of the DIP Order, paragraph 36 of the DIP Order shall control.

sell or subscribe to common stock; *provided, however*, that any such holders that wish to assert a Claim against any of the Debtors based on transactions with respect to the interests of Revlon, Inc., including, but not limited to, Claims for damages or rescission based on the purchase or sale of such interests must file a Proof of Claim on or prior to the General Bar Date.

17. Any Person or Entity exempt from filing a Proof of Claim under the preceding paragraph must still properly and timely file a Proof of Claim for any Claim that does not fall within the exemptions provided in the preceding paragraph.

18. The Debtors are not at this time seeking to set a deadline for the filing of proofs of equity interests or administrative claims that arose after the Petition Date. The Debtors may move the Court to establish a deadline for filing such proofs of interest or postpetition administrative claim in the future.

C. Pension Claim Accommodations

19. Solely as an accommodation to the Pension Benefit Guaranty Corporation (“PBGC”), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Revlon Employees’ Retirement Plan and/or The Revlon-UAW Pension Plan (collectively, the “Pension Plans”) under the joint administration case number for these Chapter 11 Cases (Case No. 22-10760 (DSJ)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Revlon, Inc., et al.*, Case No. 22-10760 (DSJ) (the “Lead Case”). Consequently, each claim PBGC files under Case No. 22-10760 (DSJ) shall represent a separate claim asserted against each of the fifty-one Debtors. Further, any amendments that PBGC may make with respect to any timely-filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plans in the jointly administered chapter 11 case, Case No. 22-10760 (DSJ), shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of the cases jointly administered under the

Lead Case. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of the PBGC's claims or with respect to any objection, defense, offset, counterclaim, acceptance, or rejection related to PBGC's claims.

D. Effect of Failure to File a Proof of Claim

20. Pursuant to Bankruptcy Rule 3003(c)(2), any Person or Entity that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular Claim against any Debtor or Debtors, but that fails to do so properly by the applicable Bar Date, shall be forever barred, estopped, and enjoined from: (a) asserting such Claim against the Debtors and their chapter 11 estates (or filing a Proof of Claim with respect thereto), and the Debtors and their chapter 11 properties and estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such Claim. Such Person or Entity shall not be treated as a creditor with respect to such Claim for any purpose in these Chapter 11 Cases.

III. Notice; Claims Filing Procedures and Requirements

A. Notice by Kroll with Respect to Parties on the Schedules

21. Five days following entry of the Bar Date Order (the "Service Date"), Kroll will provide notice and instructions regarding the Bar Dates, substantially in the form attached hereto as Exhibit 2 to the Bar Date Order (the "Bar Date Notice"), by mailing a copy of the Bar Date Notice, together with a Proof of Claim Form, by first-class mail to all known Claimants, based upon the Debtors' books and records, that are listed in the Debtors' creditor matrix transmitted to the Clerk (such matrix, the "Chapter 11 Creditor Matrix").

22. For holders of potential Claims listed in the Schedules, the Proof of Claim Form mailed to such entities will indicate how the Debtors have scheduled the creditor's Claim in the Schedules, including (a) the identity of the Debtor against which the entity's Claim is scheduled; (b) the amount of the scheduled Claim, if any; (c) whether the Claim is listed as disputed, contingent, or unliquidated; and (d) whether the Claim is listed as a secured, unsecured priority, or unsecured non-priority Claim. For holders of potential Claims that are listed in the Schedules of more than one of the Debtors, such creditor will receive a separate Proof of Claim Form for each such Debtor.

23. In addition to all parties listed on the Chapter 11 Creditor Matrix, Kroll will provide notice in the manner described in the previous paragraph upon all additional parties receiving notice in these Chapter 11 Cases, including without limitation: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (ii) administrative agent and collateral agent under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders; (j) U.S. Bank National Association, as indenture trustee for

the Debtors' pre-petition unsecured notes, and any counsel thereto; (k) Brown Rudnick LLP, as counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Debtors operate; (p) any party that has requested notice pursuant to Bankruptcy Rule 2002; (q) beneficial owners of the Debtors' public debt securities, that will receive the Bar Date Notice only; and (r) all known governmental units (including taxing authorities, environmental agencies, and all secretaries of state) for the jurisdictions in which any Debtor maintains or conducts business.

24. The Debtors also request that the Court approve Kroll serving the Bar Date Notice and Proof of Claim Form via email on all parties that have consented to, or are otherwise ordered to receive, notice in these Chapter 11 Cases via email pursuant to the Court's *Revised Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 279] (the "Case Management Order").

B. Notice by Publication

25. Given the size and scope of the Debtors' businesses, the Debtors have determined that it would be in the best interest of their estates to give notice by publication to certain creditors, including: (i) those creditors to whom no other notice was sent and who are unknown or not reasonably ascertainable by the Debtors, (ii) known creditors with addresses unknown by the Debtors, and (iii) potential creditors with Claims unknown by the Debtors.

26. Pursuant to Bankruptcy Rule 2002(l), the Debtors seek authority to publish notice of the Bar Dates in substantially the form as Exhibit 3 to the Bar Date Order (the "Publication Notice") in the national editions of the *New York Times* and *USA Today*, and the national edition of *The Globe and Mail* in Canada by no later than September 27, 2022. In the Debtors' judgment,

publication in widely read national newspapers is likely to reach the largest possible audience of creditors that may not otherwise have notice of these Chapter 11 Cases. Additionally, the Debtors will post a copy of the Publication Notice and the Proof of Claim Form on the Debtors' case information website (located at <https://cases.ra.kroll.com/Revlon>). The Publication Notice includes a telephone number that creditors can call to obtain copies of the Proof of Claim Form and information concerning the procedures for filing Proofs of Claim. The Debtors respectfully request that the Court approve the Publication Notice and find that the Debtors' proposed procedures regarding the Publication Notice shall be deemed good, adequate, and sufficient notice of the Bar Dates.

C. Notice Generally

27. The Debtors have requested that the Court establish October 25, 2022 as the General Bar Date to ensure that potential Claimants receive approximately 35 days' notice to file Proofs of Claim in these Chapter 11 Cases, which notice exceeds the minimum 21 day notice period provided by Bankruptcy Rule 2002(a) (or 30 day notice period for creditors with a foreign address), and otherwise complies with the notice periods set forth in the Guidelines.

28. Under the proposed procedures, Claimants listed on the Chapter 11 Creditor Matrix will receive a copy of the Bar Date Notice and Proof of Claim Form, except for beneficial owners of the Debtors' public debt securities, which will receive the Bar Date Notice only. The Bar Date Notice and the Publication Notice will: (a) set forth the Bar Dates; (b) advise creditors under what circumstances they must file a Proof of Claim Form under Bankruptcy Rule 3003(c)(3) or the Bar Date Order, as applicable; (c) alert creditors to the consequences of failing to timely file a Proof of Claim Form, as set forth in Bankruptcy Rule 3003(c)(2) or the Bar Date Order, as applicable; (d) set forth the addresses to which Proof of Claim Forms must be sent for filing; and (e) describe

the process for electronically filing Proof of Claim Forms with Kroll. The Debtors submit that the Bar Date Notice and the Publication Notice will provide creditors with sufficient information to file properly prepared and executed Proofs of Claim in a timely manner.

D. Proof of Claim Filing Requirements

29. Pursuant to the proposed Bar Date Order, each Person or Entity (including Governmental Units) that asserts a Claim against any Debtor that arose prior to the Petition Date (including, without limitation, 503(b)(9) Claims) must file a Proof of Claim Form, either (i) electronically using the interface available on Kroll's website at <https://cases.ra.kroll.com/Revlon/EPOC-Index> or (ii) by U.S. First Class Mail, overnight courier, or other hand-delivery system, to the following addresses, as applicable:

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

(collectively, the "Revlon Claims Processing Center").

30. The Debtors request that the Bar Date Order provide that (i) Proofs of Claim sent by facsimile, telecopy, or email will not be accepted and (ii) Proofs of Claim are deemed timely filed only if such Proofs of Claims are actually received at the Revlon Claims Processing Center

in hard copy form or via the web interface on or prior to 5:00 p.m., prevailing Eastern Time, on the applicable Bar Date.

31. Except as specifically provided herein and in the Bar Date Order, in addition to the instructions provided on the Proof of Claim Form, each Proof of Claim filed in these Chapter 11 Cases must: (a) be signed by the Claimant (or, if the Claimant is not an individual, by an authorized agent of the Claimant), which may be satisfied by electronic signature through the electronic claims filing system described above; (b) be written in the English language; (c) be denominated in lawful currency of the United States; (d) conform substantially to the Proof of Claim Form or Official Form B410; (e) specify the Debtor against which the Proof of Claim Form is filed as well as the bankruptcy case number for the alleged Claim; and (f) include supporting documentation or an explanation as to why such documentation is not available. Proofs of Claim sent by facsimile or electronic mail will not be accepted.

32. The Debtors further request that the Court order any parties asserting 503(b)(9) Claims to attach all documents supporting such Claim to the Proof of Claim Form and include a statement setting forth with specificity: (a) the value of the goods the Claimant contends the Debtors received within 20 days before the Petition Date; (b) documentation, including invoices, receipts, purchase orders, bills of lading, and the like, identifying the particular goods for which the Claim is being asserted; (c) to the extent the Claimant has knowledge, documentation regarding which Debtor the goods were shipped to, the date the goods were received by such Debtor and the alleged value of such goods; and (d) a statement indicating (i) whether the value of such goods listed in the Proof of Claim Form represents a combination of services and goods, (ii) the percentage of value related to services and related to goods, and (iii) whether the Claimant

has been paid on account of any other Claim against any Debtor regarding the goods underlying its Proof of Claim Form.

E. Claims Against Multiple Debtors

33. Subject to any specific exceptions in the Bar Date Order, all Claimants asserting Claims against more than one Debtor must file a separate Proof of Claim with respect to each such Debtor and identify on each Proof of Claim the particular Debtor against which their Claim is asserted. Requiring parties to identify the correct Debtor against which a Claim is asserted will expedite the Debtors' review of Proofs of Claim in these Chapter 11 Cases, will avoid the need for the Debtors to move to reclassify Claims filed (or treated by the Debtors as filed) against the wrong Debtor, and will not unduly burden Claimants.

34. If more than one Debtor is listed on a Proof of Claim, then the Debtors will treat such Claim as if it is filed only against the first listed Debtor.

35. Finally, the Debtors propose that, subject to any specific exceptions in the Bar Date Order, any Proof of Claim filed in the Lead Case or without otherwise identifying a Debtor be deemed as filed only against Revlon, Inc.

36. Notwithstanding the foregoing, the Debtors may seek to reclassify a Proof of Claim so that the Claim is asserted against the proper Debtor on notice to the affected Claimant.

BASIS FOR RELIEF

I. The Proposed Bar Dates Satisfy the Requirements under the Bankruptcy Code and Bankruptcy Rules and Should be Approved

37. Bankruptcy Rule 3003(c) generally governs the filing of proofs of claim in a chapter 11 case pursuant to section 501 of the Bankruptcy Code and provides in relevant part: “[t]he court shall fix and for cause shown may extend the time within which proofs of claim

or interest may be filed.” Fed. R. Bankr. P. 3003(c)(3). Moreover, Bankruptcy Rule 3003(c)(2) provides that any creditor that has a claim against the Debtors that arose prior to the Petition Date, and whose claim is not listed in the Schedules, or whose claim is listed on the Schedules as disputed, contingent, or unliquidated, must file a Proof of Claim. Bankruptcy Rule 2002(a)(7) requires the Debtors to provide at least 21 days’ notice by mail of the time fixed for filing Proofs of Claim pursuant to Bankruptcy Rule 3003(c). The Debtors must provide creditors with a foreign address at least 30 days’ notice by mail of the time fixed for filing a Proof of Claim. Fed. R. Bankr. P. 2002(p)(2). Section 502(b)(9) of the Bankruptcy Code provides that Governmental Units shall have a minimum of 180 days after the entry of the order for relief to file proofs of claim.

38. The Bar Dates are necessary and appropriate to allow the Debtors to proceed with the administration of these Chapter 11 Cases. The Debtors are requesting herein that the General Bar Date be set for October 25, 2022, which is no less than 35 days after the estimated mailing date, and that the Governmental Bar Date be set for more than 180 days after the entry for the order of relief, all in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Guidelines. Moreover, the procedures described herein and set forth in the Bar Date Order provide creditors with ample notice and opportunity to file Proofs of Claim, while allowing these Chapter 11 Cases to move forward quickly with a minimum of administrative expense and delay. Notice of the General Bar Date pursuant to the procedures will exceed the 21 days’ notice required by Bankruptcy Rule 2002(a)(7) and the 30 days’ notice requirement of Bankruptcy Rule 2002(p)(2) by five days, and otherwise complies with the notice periods set forth in the Guidelines. Accordingly, the Debtors request that the Court approve the establishment of the Bar Dates.

II. The Proposed Notice Procedures are Reasonable and Adequate

39. The Debtors want to ensure that interested parties in these cases receive appropriate notice of the Bar Dates. To determine the adequacy of notice given to a creditor, bankruptcy law distinguishes between “known” and “unknown” creditors. *See Tulsa Pro. Collection Servs., Inc. v. Pope*, 485 U.S. 478, 490 (1988) (holding that more than publication notice is required for parties whose name and address are “reasonably ascertainable”); *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 317 (1950) (publication notice is acceptable “where it is not reasonably possible or practicable to give more adequate warning,” such as for parties “whose interests or whereabouts could not with due diligence be ascertained.”).

40. A known creditor is one whose identity is either known or is reasonably ascertainable by the debtor. *Chemetron Corp. v. Jones (In re Chemetron Corp.)*, 72 F.3d 341, 346 (3d Cir. 1995) (citations omitted). An unknown creditor is one whose “interests are either conjectural or future or, although they could be discovered upon investigation, do not in due course of business come to knowledge” of the debtor. *Id.* (citations omitted). When a creditor is known to the debtor, the debtor is required to take reasonable steps to provide the creditor with actual written notice of a debtor’s bankruptcy filing and deadlines to file claims. *See, e.g., In re Enron Corp.*, No. 01-16034 (ALG), 2006 WL 898031, at *4 (Bankr. S.D.N.Y. Mar. 29, 2006) (“A debtor must send actual notice of the bar date to any known creditor, while constructive notice is generally sufficient with an unknown creditor.”) (citing cases); *Daewoo Int’l (Am.) Corp. Creditor Trust v. SSTS Am. Corp.*, 2003 WL 21355214, at *3 (S.D.N.Y. June 11, 2003) (same). Notification by publication will generally suffice for unknown creditors. *See, e.g., In re XO Commc’ns*, 301 B.R. 782, 793 (Bankr. S.D.N.Y. 2003) (finding that if a creditor is unknown, publication notice is generally sufficient); *DePippo v. Kmart Corp.*, 335 B.R. 290, 296 (S.D.N.Y. 2005) (“It is

well-settled that when a creditor is ‘unknown’ to the debtor, publication notice of the claims bar date is adequate constructive notice sufficient to satisfy due process requirements”); *In re U.S.H. Corp. of New York*, 223 B.R. 654, 659 (Bankr. S.D.N.Y. 1998) (same). Furthermore, debtors are not required to publish notice in an excessive number of publications. *See In re Best Prods. Co., Inc.*, 140 B.R. 353, 358 (Bankr. S.D.N.Y. 1992) (finding it “impracticable . . . to expect a debtor to publish notice in every newspaper a possible unknown creditor may read”).

41. The Debtors submit that the proposed notice procedures respecting the Bar Dates more than satisfy the standards for notice set forth in the applicable authorities. The Debtors have identified those Claimants that are known to the Debtors to hold Claims against one or more of the Debtors or are likely to be holders of Claims against one or more of the Debtors. In compiling their notice lists, the Debtors were over-inclusive to ensure the widest possible reach of actual notice.

42. With respect to potential unknown creditors and known creditors with an address unknown to the Debtors, the Publication Notice is tailored to provide notice of the Bar Dates on an extensive basis. The Debtors believe that such Publication Notice suffices to provide any Claimants unknown to the Debtors with adequate notice of the Bar Dates. In addition, the Debtors believe that the Publication Notice contemplated by this Application constitutes good and sufficient notice to unknown creditors.

43. Accordingly, the Debtors submit that the procedures set forth in this Application and the Bar Date Order are adequate to ensure due and proper notice to all known and unknown parties that may have Claims against the Debtors and their chapter 11 estates and comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines, and due process.

RESERVATION OF RIGHTS

44. Nothing contained in this Application or any order granting the relief requested in this Application, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with any such order), is intended as or should be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any particular claim, (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Application or any order granting the relief requested by this Application, (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law, (h) a waiver of the Debtors' right to amend or supplement the Schedules, including by subsequently designating any scheduled Claim as disputed, contingent, or unliquidated, or (i) a waiver of any other right of the Debtors.

NOTICE

45. The Debtors will provide notice of this Application to: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (ii) administrative agent and collateral agent

under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders; (j) U.S. Bank National Association, as indenture trustee for the Debtors' pre-petition unsecured notes, and any counsel thereto; (k) Brown Rudnick LLP, as counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Debtors operate; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

46. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request entry of the order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

New York, New York
Dated: August 23, 2022

/s/ Robert A. Britton

Paul M. Basta, Esq.

Alice Belisle Eaton, Esq.

Kyle J. Kimpler, Esq.

Robert A. Britton, Esq.

Brian Bolin, Esq.

**PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP**

1285 Avenue of the Americas

New York, NY 10019

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

pbasta@paulweiss.com

aeaton@paulweiss.com

kkimpler@paulweiss.com

rbritton@paulweiss.com

bbolin@paulweiss.com

Counsel to the Debtors and Debtors in Possession

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

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

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

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) setting the Bar Dates for filing prepetition Proofs of Claim in these Chapter 11 Cases; (b) establishing procedures for filing Proofs of Claim; (c) approving the form and manner of notice thereof; and (d) granting related relief, and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing

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

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

before this Court; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Court hereby approves (a) the Proof of Claim Form, Bar Date Notice, and Publication Notice substantially in the forms attached to this Order as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, respectively; and (b) the manner of providing notice of the Bar Dates as described in the Application.
3. Except as otherwise provided herein, any Person or Entity (including, without limitation, any individual, partnership, joint venture, corporation, estate, and trust) that holds, or seeks to assert, a Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the June 15, 2022 (the "Petition Date"), no matter how remote, contingent, or unliquidated, including, without limitation, secured Claims, unsecured priority Claims (including, without limitation, Claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code) and unsecured non-priority Claims (including, without limitation, Claims under sections 502(d) and 502(g) of the Bankruptcy Code and any other Claims described or defined in this Order or the Application), must properly file a Proof of Claim on or before the applicable Bar Date (pursuant to the procedures set forth in this Order) in order to share in any distributions by the Debtors' estates or otherwise participate in voting on any chapter 11 plan or distributions under any such plan. Each Claimant described in the preceding sentence, including creditors as defined in section 101(10) of the Bankruptcy Code, is referred to herein as a "Claimant" and collectively as "Claimants."

4. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant other than a Governmental Unit that asserts a Claim against a Debtor that arose, or is deemed to have arisen, prior to the Petition Date must file a written Proof of Claim, substantially in the form attached hereto as Exhibit 1 (the Proof of Claim Form) or Official Form B410, on or prior to October 25, 2022 at 5:00 p.m., prevailing Eastern Time (the “General Bar Date”), so that such Proof of Claim is actually received by Kroll on or before the General Bar Date.

5. Any Claimant that asserts a Claim against a Debtor entitled to priority under section 503(b)(9) of the Bankruptcy Code (a “503(b)(9) Claim”) must file a Proof of Claim on or prior to the General Bar Date.

6. Any Governmental Unit that asserts a Claim against a Debtor that arose prior to the Petition Date must file a Proof of Claim on or prior to December 12, 2022 at 5:00 p.m., prevailing Eastern Time (the “Governmental Bar Date”), so that such Proof of Claim is actually received by Kroll on or before the Governmental Bar Date.

7. Any Claimant that asserts a Claim against a Debtor arising from the Debtor’s rejection of an executory contract or unexpired lease (a “Rejection Damages Claim”) must file a Proof of Claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable and (b) any date this Court may fix in the applicable order authorizing such rejection and, if no such date is provided, 5:00 p.m. prevailing Eastern Time on the date that is 30 days from the date of entry of such order (the “Rejection Damages Bar Date”) so that such Proof of Claim is actually received by Kroll on or before the Rejection Damages Bar Date. The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

8. If the Debtors amend or supplement the Schedules subsequent to the date hereof, any affected creditor may file a Proof of Claim or amend any previously filed Proof of Claim in respect of the amended scheduled Claim in accordance with the procedures described herein. The Debtors will provide notice of any amendment or supplement of the Schedules to the Claimants affected thereby, and such Claimants must file Proofs of Claim, if necessary, before the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 21 days from the date notice is given regarding any amendment or supplement of or to the Debtors' Schedules (the "Amended Schedules Bar Date") and, together with the General Bar Date, Governmental Bar Date, and Rejection Damages Bar Date, the "Bar Dates," and each a "Bar Date").

9. Claimants must submit a Proof of Claim that substantially conforms to the Proof of Claim Form so that such Proof of Claim is actually received by Kroll, the Debtors' claims and noticing agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date. A Claimant must submit a Proof of Claim, in each case, so that the Proof of Claim is actually received by Kroll on or before the applicable Bar Date (a) electronically using the interface available on Kroll's website through the electronic Claims filing system available at <https://cases.ra.kroll.com/Revlon/EPOC-Index>, or (b) by U.S. First Class Mail, overnight courier, or other hand-delivery system, to one of the following addresses, as applicable:

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

(collectively, the “Revlon Claims Processing Center”).

10. Except as specifically provided herein, a Proof of Claim must satisfy all of the following requirements to be considered properly and timely filed in these Chapter 11 Cases:

- a. be actually received by Kroll as described in the preceding paragraph above by overnight mail, courier service, hand delivery, regular mail, in person or electronically through the Proof of Claim filing system available on Kroll’s website on or before the applicable Bar Date;
- b. be signed by the Claimant (or, if the Claimant is not an individual, by an authorized agent of the Claimant), which may be satisfied by electronic signature through the electronic claims filing system described above;
- c. be written in the English language;
- d. conform substantially to the Proof of Claim Form or Official Form B410;
- e. specify the Debtor against which the Proof of Claim is filed as well as the bankruptcy case number corresponding to such Debtor;
- f. set forth with specificity the legal and factual basis for the alleged Claim;
- g. be denominated in lawful currency of the United States; and
- h. include supporting documentation or an explanation as to why such documentation is not available.

11. Except as specifically provided herein, all Claimants asserting a Claim against more than one Debtor must file a separate Proof of Claim with respect to each such Debtor and identify on each Proof of Claim the particular Debtor against which such Claim is asserted. If more than one Debtor is listed on a Proof of Claim, then the Debtors shall treat such Claim as filed only against the first listed Debtor. Any Proof of Claim filed under the Lead Case or without otherwise identifying a Debtor shall be deemed as filed only against Revlon, Inc. Notwithstanding the foregoing, the Debtors may seek to reclassify a Proof of Claim so that the Claim is asserted against the proper Debtor on notice to the affected Claimant.

12. Proofs of Claim sent to Kroll by facsimile, telecopy, or electronic mail transmission will not be accepted and will not be considered properly or timely filed for any purpose in these Chapter 11 Cases.

13. Properly filing a Proof of Claim that substantially conforms to the Proof of Claim Form and otherwise conforms with the procedures set forth in this Order shall be deemed to satisfy the procedural requirements for the assertion of 503(b)(9) Claims; *provided, however*, that all other administrative Claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if asserted by filing a Proof of Claim.

14. Any Claimant asserting a 503(b)(9) Claim must attach all documents supporting such Claim to the Proof of Claim Form and include a statement setting forth with specificity: (a) the value of the goods the Claimant contends the Debtors received within the 20 days before the Petition Date; (b) documentation, including invoices, receipts, purchase orders, bills of lading, and the like, identifying the particular goods for which the Claim is being asserted; (c) to the extent the Claimant has knowledge, documentation regarding which Debtor the goods were shipped to,

the date the goods were received by such Debtor and the alleged value of such goods; and (d) a statement indicating (i) whether the value of such goods listed in the Proof of Claim Form represents a combination of services and goods, (ii) the percentage of value related to services and related to goods, and (iii) whether the Claimant has been paid on account of any other Claim against any Debtor regarding the goods underlying its Proof of Claim Form.

15. The following Claimants are not required to file Proofs of Claim:

- a. any Person or Entity that has already filed a properly supported and executed Proof of Claim against the applicable Debtor with either Kroll or the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form prior to the entry of the Bar Date Order;
- b. any Person or Entity (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as “disputed,” “contingent,” or “unliquidated,” and (iii) who does not dispute the amount or characterization of its Claim (including that the Claim is an obligation of the specific Debtor against which the Claim is scheduled) as set forth in the Schedules;
- c. professionals retained by the Debtors, the Committee, or any other committee appointed in these Chapter 11 Cases pursuant to orders of this Court that assert administrative Claims for fees and expenses subject to the Court’s approval pursuant to sections 330, 331, 363, and 503(b) of the Bankruptcy Code;
- d. professionals whose payment this Court approved under the DIP Order;
- e. any Person or Entity that holds or asserts a Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense other than 503(b)(9) Claims;
- f. any Person or Entity that holds a Claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;
- g. current officers, directors, and employees of the Debtors that may hold contingent and unliquidated Claims for indemnification, contribution, or reimbursement arising as a result of such officers’, directors’, or employees’ prepetition or postpetition services to the Debtors; *provided*, that any officer, director or employee covered by this provision that wishes to assert

Claims, other than contingent and unliquidated Claims for indemnification, contribution, or reimbursement, must file Proofs of Claim on account of such Claims on or before the General Bar Date unless another exception in this paragraph applies;

- h. any current employee of the Debtors, solely with respect to any Claim based on the payment of wages, compensation (including incentive compensation payments) and benefits (i) arising in the ordinary course of business postpetition, (ii) previously authorized to be paid by the *Final Order (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* entered on July 22, 2022 [Docket No. 272] or *Order Approving the Debtors' Key Employee Retention Plan* entered on July 25, 2022 [Docket No. 281], (iii) for which authority to pay has been requested in the *Debtors' Motion for Entry of an Order Approving the Key Employee Incentive Plan* filed on August 11, 2022 [Docket No. 366]; *provided, however*, that a current employee must submit a Proof of Claim by the General Bar Date for any other Claim that arose before the Petition Date, including Claims, if any, related to discrimination, harassment, a hostile work environment or retaliation; *provided, further*, that notwithstanding the foregoing, either employees (present or former) or their labor union must submit Proofs of Claim relating to grievances prior to the General Bar Date to the extent the grounds for such grievances arose on or prior to the Petition Date; *provided, however*, that notwithstanding anything else in the Bar Date Order (i) the labor union may submit a Proof of Claim itemizing such grievances on behalf of its members, and may file one Proof of Claim against Debtor Revlon, Inc. on or before the General Bar Date with respect to all of the amounts owed under the applicable collective bargaining agreements on behalf of the labor union or its members, which master Proof of Claim shall be deemed asserted by the labor union against each of the Debtors that are employers under the applicable collective bargaining agreements so long as such master Proof of Claim sets forth in reasonable detail the basis and amount of the Claim asserted against each Debtor and (ii) any employee represented by a Union may similarly file a Proof of Claim (if any) against only Debtor Revlon, Inc. and such Proof of Claim shall be deemed asserted against such represented employee's employer under the applicable collective bargaining agreements;
- i. any Debtor or wholly-owned subsidiary of a Debtor asserting a Claim against any Debtor;
- j. any Person or Entity whose Claim asserts a right to payment or performance solely against a non-Debtor affiliate of a Debtor;

- k. any Person or Entity whose Claim has already been paid in full by a Debtor in accordance with the Bankruptcy Code or in accordance with an order of the Court, or by any other party;
- l. any Person or Entity whose Claim has been allowed by an order of the Court entered on or before the applicable Bar Date;
- m. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, or bonds issued by any of the Debtors (a "Debt Claim") pursuant to an indenture or credit agreement, as applicable (collectively, the "Debt Instruments"); *provided*, that the relevant authorized indenture trustee or administrative agent under the applicable Debt Instrument shall file a single master Proof of Claim on or before the General Bar Date in the Lead Case (as defined below), which shall be deemed to constitute the filing of such proof of claim or proofs of claim in the cases of all Debtors that are obligors under that Debt Instrument. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors with respect to the number, allowance, amount, or priority of the Debt Claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Debt Claims;³
- n. any Person or Entity that holds an interest of Revlon, Inc. solely with respect to such holder's ownership interest in or possession of such interest, which shall include common stock, warrants, and rights or options to purchase, sell or subscribe to common stock; *provided, however*, that any such holders that wish to assert a Claim against any of the Debtors based on transactions with respect to the interests of Revlon, Inc., including, but not limited to, Claims for damages or rescission based on the purchase or sale of such interests must file a Proof of Claim on or prior to the General Bar Date.

16. Any Claimant exempt from filing a Proof of Claim pursuant to the preceding paragraph must still properly and timely file a Proof of Claim for any other Claim that does not fall within the exemptions provided in the preceding paragraph.

17. Solely as an accommodation to the Pension Benefit Guaranty Corporation ("PBGC"), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Revlon Employees' Retirement Plan and/or The Revlon-UAW Pension Plan

³ To the extent that this subparagraph m conflicts with paragraph 36 of the DIP Order, paragraph 36 of the DIP Order shall control.

(collectively, the “Pension Plans”) under the joint administration case number for these Chapter 11 cases (Case No. 22-10760 (DSJ)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Revlon, Inc., et al.*, Case No. 22-10760 (DSJ) (the “Lead Case”). Consequently, each claim PBGC files under Case No. 22-10760 (DSJ) shall represent a separate claim asserted against each of the fifty-one Debtors. Further, any amendments that PBGC may make with respect to any timely-filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plans in the jointly administered Chapter 11 case, Case No. 22-10760 (DSJ), shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of the cases jointly administered under the Lead Case. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of the PBGC’s claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to PBGC’s claims.

18. For holders of potential Claims listed in the Schedules, the Proof of Claim Form mailed to such Claimants will indicate how the Debtors have scheduled the creditor’s Claim in the Schedules, including (a) the identity of the Debtor against which the entity’s Claim is scheduled; (b) the amount of the scheduled Claim, if any; (c) whether the Claim is listed as disputed, contingent, or unliquidated; and (d) whether the Claim is listed as a secured, unsecured priority, or unsecured non-priority Claim. For holders of potential Claims that are listed in the Schedules of more than one of the Debtors, such creditor will receive a separate Proof of Claim Form for each such Debtor.

19. The manner of service of the Bar Date Notice and Proof of Claim form as set forth in the Application are hereby approved and shall be deemed good, adequate and sufficient notice for all relevant purposes.

20. Within five days following entry of this Order (the “Service Date”), Kroll will provide notice and instructions regarding the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the “Bar Date Notice”), by mailing a copy of the Bar Date Notice, together with a Proof of Claim Form, by first-class mail to all known Claimants that are currently listed in the Debtors’ Chapter 11 Creditor Matrix.

21. Kroll shall provide notice in the manner described in the previous paragraph upon additional parties receiving notice in these Chapter 11 Cases, including without limitation: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Debtors’ prepetition asset-based lending facility, (ii) administrative agent and collateral agent under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders; (j) U.S. Bank National Association, as indenture trustee for the Debtors’ pre-petition unsecured notes, and any counsel

thereto; (k) Brown Rudnick LLP, as counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Debtors operate; (p) any party that has requested notice pursuant to Bankruptcy Rule 2002; (q) beneficial owners of the Debtors' public debt securities (*provided*, that the Debtors shall serve such parties only with the Bar Date Notice and not a Proof of Claim Form); and (r) all known governmental units (including taxing authorities, environmental agencies, and all secretaries of state) for the jurisdictions in which any Debtor maintains or conducts business.

22. Kroll may serve the Bar Date Notice and Proof of Claim Form via email on all parties that have consented to, or are otherwise ordered to receive, notice in these Chapter 11 Cases via email pursuant to the Case Management Order.

23. Any submitted Proof of Claim shall be made publicly available on the Debtors' case information website (located at <https://cases.ra.kroll.com/Revlon>).

24. Kroll shall file proofs of service with respect to any service of the Bar Date Notice and Proof of Claim Form as soon as reasonably practicable.

25. By not later than September 27, 2022, Kroll shall publish notice of the Bar Dates, in substantially the form of the Publication Notice, in the national editions of the *New York Times* and *USA Today*, and the national edition of *The Globe and Mail* in Canada. Kroll shall file proof of such publication as soon as reasonably practicable.

26. Nothing in this Order shall be construed as limiting or prohibiting the Debtors or Kroll from providing notice of this Order, the Bar Date Notice, the Publication Notice, the Proof of Claim Form, or any other notice regarding the Bar Dates in any manner not particularly described in the Application or this Order. The Debtors and Kroll are authorized to provide such

further or additional notice of this Order, the Bar Date Notice, the Publication Notice, the Proof of Claim Form, or any other notice regarding the Bar Dates as they deem necessary or appropriate.

27. Nothing contained in this Application or any order granting the relief requested in this Application, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with any such order), is intended as or should be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any particular claim, (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Application or any order granting the relief requested by this Application, (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law, (h) a waiver of the Debtors' right to amend or supplement the Schedules, including by subsequently designating any scheduled Claim as disputed, contingent, or unliquidated, or (i) a waiver of any other right of the Debtors.

28. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular Claim, but that fails to do so properly by the applicable Bar Date, shall be forever barred, estopped and enjoined from: (a) asserting such Claim against

the Debtors and their chapter 11 estates (or filing a Proof of Claim with respect thereto), and the Debtors and their properties and estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such Claim, and such Person or Entity shall not be treated as a creditor with respect to such Claim for any purpose in these Chapter 11 Cases.

29. The provisions of this Order apply to all Claims of whatever character or nature against the Debtors, their estates or their assets, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, or fixed or contingent.

30. All Claimants that desire to rely on the Schedules with respect to filing a Proof of Claim shall have the sole responsibility for determining that their respective Claim is accurately listed therein.

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

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

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

New York, New York
Dated: _____, 2022

HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

PROOF OF CLAIM FORM

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Revlon, Inc. (Case No. 22-10760)	<input type="checkbox"/> BrandCo Giorgio Beverly Hills 2020 LLC (Case No. 22-10777)	<input type="checkbox"/> Riros Group Inc. (Case No. 22-10794)
<input type="checkbox"/> Elizabeth Arden USC, LLC (Case No. 22-10761)	<input type="checkbox"/> Revlon Development Corp. (Case No. 22-10778)	<input type="checkbox"/> Beautyge Brands USA, Inc. (Case No. 22-10795)
<input type="checkbox"/> BrandCo Almay 2020 LLC (Case No. 22-10762)	<input type="checkbox"/> Roux Properties Jacksonville, LLC (Case No. 22-10779)	<input type="checkbox"/> Elizabeth Arden (Canada) Limited (Case No. 22-10796)
<input type="checkbox"/> Elizabeth Arden, Inc. (Case No. 22-10763)	<input type="checkbox"/> BrandCo Halston 2020 LLC (Case No. 22-10780)	<input type="checkbox"/> BrandCo PS 2020 LLC (Case No. 22-10797)
<input type="checkbox"/> BrandCo Charlie 2020 LLC (Case No. 22-10764)	<input type="checkbox"/> Revlon Government Sales, Inc. (Case No. 22-10781)	<input type="checkbox"/> BrandCo White Shoulders 2020 LLC (Case No. 22-10798)
<input type="checkbox"/> FD Management, Inc. (Case No. 22-10765)	<input type="checkbox"/> SinfulColors Inc. (Case No. 22-10782)	<input type="checkbox"/> Revlon Canada Inc. (Case No. 22-10799)
<input type="checkbox"/> Revlon Consumer Products Corporation (Case No. 22-10766)	<input type="checkbox"/> BrandCo Jean Nate 2020 LLC (Case No. 22-10783)	<input type="checkbox"/> Beautyge USA, Inc. (Case No. 22-10800)
<input type="checkbox"/> BrandCo CND 2020 LLC (Case No. 22-10767)	<input type="checkbox"/> RML, LLC (Case No. 22-10784)	<input type="checkbox"/> Beautyge I (Case No. 22-10801)
<input type="checkbox"/> North America Revsale Inc. (Case No. 22-10768)	<input type="checkbox"/> Revlon International Corporation (Case No. 22-10785)	<input type="checkbox"/> Charles Revson Inc. (Case No. 22-10802)
<input type="checkbox"/> OPP Products, Inc. (Case No. 22-10769)	<input type="checkbox"/> Bari Cosmetics, Ltd. (Case No. 22-10786)	<input type="checkbox"/> Beautyge II, LLC (Case No. 22-10803)
<input type="checkbox"/> Almay, Inc. (Case No. 22-10770)	<input type="checkbox"/> PPI Two Corporation (Case No. 22-10787)	<input type="checkbox"/> Creative Nail Design, Inc. (Case No. 22-10804)
<input type="checkbox"/> BrandCo Curve 2020 LLC (Case No. 22-10771)	<input type="checkbox"/> Revlon Professional Holding Company LLC (Case No. 22-10788)	<input type="checkbox"/> Cutex, Inc. (Case No. 22-10805)
<input type="checkbox"/> RDEN Management, Inc. (Case No. 22-10772)	<input type="checkbox"/> BrandCo Mitchum 2020 LLC (Case No. 22-10789)	<input type="checkbox"/> DF Enterprises, Inc. (Case No. 22-10806)
<input type="checkbox"/> BrandCo Elizabeth Arden 2020 LLC (Case No. 22-10773)	<input type="checkbox"/> Revlon (Puerto Rico) Inc. (Case No. 22-10790)	<input type="checkbox"/> Elizabeth Arden (Financing), Inc. (Case No. 22-10807)
<input type="checkbox"/> Art & Science, Ltd. (Case No. 22-10774)	<input type="checkbox"/> Riros Corporation (Case No. 22-10791)	<input type="checkbox"/> Elizabeth Arden Investments, LLC (Case No. 22-10808)
<input type="checkbox"/> Realistic Roux Professional Products Inc. (Case No. 22-10775)	<input type="checkbox"/> BrandCo Multicultural Group 2020 LLC (Case No. 22-10792)	<input type="checkbox"/> Elizabeth Arden NM, LLC (Case No. 22-10809)
<input type="checkbox"/> Roux Laboratories, Inc. (Case No. 22-10776)	<input type="checkbox"/> Elizabeth Arden (UK) Ltd. (Case No. 22-10793)	<input type="checkbox"/> Elizabeth Arden Travel Retail, Inc. (Case No. 22-10810)

Modified Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No

Yes. From whom? _____

<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p> <p style="text-align: right;">Filed on _____</p> <p style="text-align: right; font-size: small;">MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p>7. How much is the claim? \$ _____</p>	<p>Does this amount include interest or other charges?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>_____</p>
<p>9. Is all or part of the claim secured?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property:</p> <p><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</p> <p><input type="checkbox"/> Motor vehicle</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed</p> <p><input type="checkbox"/> Variable</p>

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <https://cases.ra.kroll.com/Revlon>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor’s business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:
Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:
Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file your claim electronically at
<https://cases.ra.kroll.com/Revlon/EPOC-Index>.

Do not file these instructions with your form

EXHIBIT 2

BAR DATE NOTICE

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

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

**NOTICE OF DEADLINE FOR FILING OF PROOFS OF CLAIM, INCLUDING
CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE A CLAIM
AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CASES. YOU SHOULD
READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY.
IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

TO: ALL POTENTIAL HOLDERS OF CLAIMS AGAINST THE DEBTORS

Please take notice that on June 15, 2022 (the “Petition Date”), the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”).

Please take further notice that on _____, 2022, the Court entered an order (the “Bar Date Order”) establishing October 25, 2022, at 5:00 p.m., prevailing Eastern Time (the “General Bar Date”) as the last date and time for each person or entity to file a Proof of Claim in the Chapter 11 Cases (the “Proof of Claim” or “Proofs of Claim,” as applicable); *provided*, that, solely with respect to a governmental unit, the last date and time for such governmental unit to file a Proof of Claim in the Chapter 11 Cases is December 12, 2022, at 5:00 p.m., prevailing Eastern Time (the “Governmental Bar Date”). For your convenience, except with respect to beneficial owners of the Debtors’ public debt securities, enclosed with this Notice is a Proof of Claim form (the “Proof of Claim Form”).

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

Please take further notice that the Bar Date Order and the procedures set forth therein and herein for the filing of Proofs of Claim apply to all Claims (the holder of any such Claim, a “Claimant”) that arose, or are deemed to have arisen, prior to the Petition Date, regardless of their character or nature, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, or fixed or contingent, including, without limitation, Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code, no matter how remote or contingent.

As used in this Notice, the term “Creditor” has the meaning given to it in section 101(10) of the Bankruptcy Code, and includes all persons, entities, estates, trusts, governmental units, and the United States Trustee. In addition, the terms “Person,” “Entity” and “Governmental Unit” are defined in sections 101(41), 101(15), and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “Claim” has the meaning given to it in section 101(5) of the Bankruptcy Code, and includes as to or against any one or more of the Debtors: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Individual Debtor Information. The last four digits of each Debtor’s federal tax identification number are set forth below. The location of the Debtors’ service address is: One New York Plaza, New York, NY 10004.

Entity Name	Case Number	Tax Identification #
Revlon, Inc.	22-10760	13-3662955
Almay, Inc.	22-10770	13-3721920
Art & Science, Ltd.	22-10774	36-4237044
Bari Cosmetics, Ltd.	22-10786	45-5569710
Beautyge Brands USA, Inc.	22-10795	84-1445135
Beautyge I	22-10801	98-4074486
Beautyge II, LLC	22-10803	84-2555893
Beautyge U.S.A., Inc.	22-10800	52-2223071
BrandCo Almay 2020 LLC	22-10762	85-2388643
BrandCo Charlie 2020 LLC	22-10764	85-2402013
BrandCo CND 2020 LLC	22-10767	85-2417509
BrandCo Curve 2020 LLC	22-10771	85-2454055
BrandCo Elizabeth Arden 2020 LLC	22-10773	85-2473429
BrandCo Giorgio Beverly Hills 2020 LLC	22-10777	85-2498443
BrandCo Halston 2020 LLC	22-10780	85-2539931
BrandCo Jean Nate 2020 LLC	22-10783	85-2568552
BrandCo Mitchum 2020 LLC	22-10789	85-2598746
BrandCo Multicultural Group 2020 LLC	22-10792	85-2621528
BrandCo PS 2020 LLC	22-10797	85-2649091
BrandCo White Shoulders 2020 LLC	22-10798	85-2656251
Charles Revson Inc.	22-10802	13-2577534
Creative Nail Design, Inc.	22-10804	95-3448148
Cutex, Inc.	22-10805	61-1812963
DF Enterprises, Inc.	22-10806	51-0406399
Elizabeth Arden (Canada) Limited	22-10796	98-0565605

Entity Name	Case Number	Tax Identification #
Elizabeth Arden (Financing), Inc.	22-10807	80-0048222
Elizabeth Arden (UK) Ltd.	22-10793	98-0342936
Elizabeth Arden Investments, LLC	22-10808	46-1314739
Elizabeth Arden NM, LLC	22-10809	46-3169592
Elizabeth Arden TravelRetail, Inc.	22-10810	31-1815389
Elizabeth Arden USC, LLC	22-10761	46-3104862
Elizabeth Arden, Inc.	22-10763	59-0914138
FD Management, Inc.	22-10765	51-0406398
North America Revsale Inc.	22-10768	13-1953730
OPP Products, Inc.	22-10769	27-4403060
PPI Two Corporation	22-10787	13-3298307
RDEN Management, Inc.	22-10772	90-0119805
Realistic Roux Professional Products Inc.	22-10775	35-2519501
Revlon Canada Inc.	22-10790	N/A
Revlon Consumer Products Corporation	22-10799	13-3662953
Revlon Development Corp.	22-10766	48-1283986
Revlon Government Sales, Inc.	22-10778	13-2893624
Revlon International Corporation	22-10781	13-6157771
Revlon Professional Holding Company LLC	22-10785	11-3534535
Revlon Puerto Rico, Inc	22-10788	66-0242704
Riros Corporation	22-10791	13-4030700
Riros Group Inc.	22-10794	13-4034499
RML LLC	22-10784	N/A
Roux Laboratories, Inc.	22-10776	13-1537427
Roux Properties Jacksonville, LLC	22-10779	46-3691132
SinfulColors Inc.	22-10782	27-4403478

A. PROOFS OF CLAIM AND MANNER OF FILING

Except as otherwise provided herein, any Person or Entity that has or seeks to assert a Claim which arose, or is deemed to have arisen, prior to the Petition Date, including, without limitation, a Claim under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE** in order to potentially share in any distribution by the Debtors' estates. Under the Bar Date Order, the filing of an original, written Proof of Claim Form, or the electronic submission of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority Claims under section 503(b)(9) of the Bankruptcy Code. All other administrative Claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. No deadline has yet been established for the filing of administrative Claims other than Claims under section 503(b)(9) of the Bankruptcy Code. **Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the General Bar Date, unless made by a governmental unit.** Acts or omissions of the Debtors that occurred or arose before the Petition Date may give rise to Claims that must be filed by the applicable Bar Date, notwithstanding that such Claims may not have matured, are contingent, or have not become fixed or liquidated prior to or as of the Petition Date.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE THAT YOU HAVE A CLAIM. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

i. Claims for Which No Proof of Claim Is Required to be Filed

Notwithstanding the above, holders of the following Claims are not required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such Claim:

- a. any Person or Entity that has already filed a properly supported and executed Proof of Claim against the applicable Debtor with either Kroll or the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form prior to the entry of the Bar Date Order;
- b. any Person or Entity (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as “disputed,” “contingent,” or “unliquidated,” and (iii) who does not dispute the amount or characterization of its Claim (including that the Claim is an obligation of the specific Debtor against which the Claim is scheduled) as set forth in the Schedules;
- c. professionals retained by the Debtors, the Committee, or any other committee appointed in these Chapter 11 Cases pursuant to orders of this Court that assert administrative Claims for fees and expenses subject to the Court’s approval pursuant to sections 330, 331, 363, and 503(b) of the Bankruptcy Code;
- d. professionals whose payment this Court approved under the DIP Order;
- e. any Person or Entity that holds or asserts a Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense other than 503(b)(9) Claims;
- f. any Person or Entity that holds a Claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;
- g. current officers, directors, and employees of the Debtors that may hold contingent and unliquidated Claims for indemnification, contribution, or reimbursement arising as a result of such officers’, directors’, or employees’ prepetition or postpetition services to the Debtors; *provided*, that any officer, director or employee covered by this provision that wishes to assert Claims, other than contingent and unliquidated Claims for indemnification, contribution, or reimbursement, must file Proofs of Claim on account of

such Claims on or before the General Bar Date unless another exception in this paragraph applies;

- h. any current employee of the Debtors, solely with respect to any Claim based on the payment of wages, compensation (including incentive compensation payments) and benefits (i) arising in the ordinary course of business postpetition, (ii) previously authorized to be paid by the *Final Order (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* entered on July 22, 2022 [Docket No. 272] or *Order Approving the Debtors' Key Employee Retention Plan* entered on July 25, 2022 [Docket No. 281], (iii) for which authority to pay has been requested in the *Debtors' Motion for Entry of an Order Approving the Key Employee Incentive Plan* filed on August 11, 2022 [Docket No. 366]; *provided, however*, that a current employee must submit a Proof of Claim by the General Bar Date for any other Claim that arose before the Petition Date, including Claims, if any, related to discrimination, harassment, a hostile work environment or retaliation; *provided, further*, that notwithstanding the foregoing, either employees (present or former) or their labor union must submit Proofs of Claim relating to grievances prior to the General Bar Date to the extent the grounds for such grievances arose on or prior to the Petition Date; *provided, however*, that notwithstanding anything else in the Bar Date Order (i) the labor union may submit a Proof of Claim itemizing such grievances on behalf of its members, and may file one Proof of Claim against Debtor Revlon, Inc. on or before the General Bar Date with respect to all of the amounts owed under the applicable collective bargaining agreements on behalf of the labor union or its members, which master Proof of Claim shall be deemed asserted by the labor union against each of the Debtors that are employers under the applicable collective bargaining agreements so long as such master Proof of Claim sets forth in reasonable detail the basis and amount of the Claim asserted against each Debtor and (ii) any employee represented by a Union may similarly file a Proof of Claim (if any) against only Debtor Revlon, Inc. and such Proof of Claim shall be deemed asserted against such represented employee's employer under the applicable collective bargaining agreements;
- i. any Debtor or wholly-owned subsidiary of a Debtor asserting a Claim against any Debtor;
- j. any Person or Entity whose Claim asserts a right to payment or performance solely against a non-Debtor affiliate of a Debtor;
- k. any Person or Entity whose Claim has already been paid in full by a Debtor in accordance with the Bankruptcy Code or in accordance with an order of the Court, or by any other party;

- l. any Person or Entity whose Claim has been allowed by an order of the Court entered on or before the applicable Bar Date;
- m. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, or bonds issued by any of the Debtors (a "Debt Claim") pursuant to an indenture or credit agreement, as applicable (collectively, the "Debt Instruments"); *provided*, that the relevant authorized indenture trustee or administrative agent under the applicable Debt Instrument shall file a single master Proof of Claim on or before the General Bar Date in the Lead Case (as defined below), which shall be deemed to constitute the filing of such proof of claim or proofs of claim in the cases of all Debtors that are obligors under that Debt Instrument. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors with respect to the number, allowance, amount, or priority of the Debt Claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Debt Claims;²
- n. any Person or Entity that holds an interest of Revlon, Inc. solely with respect to such holder's ownership interest in or possession of such interest, which shall include common stock, warrants, and rights or options to purchase, sell or subscribe to common stock; *provided, however*, that any such holders that wish to assert a Claim against any of the Debtors based on transactions with respect to the interests of Revlon, Inc., including, but not limited to, Claims for damages or rescission based on the purchase or sale of such interests must file a Proof of Claim on or prior to the General Bar Date.

Please take notice that any Claimant exempted from filing a Proof of Claim pursuant to the preceding paragraph must still properly and timely file a Proof of Claim for any other Claim that does not fall within the exemptions provided by the preceding paragraph.

ii. Pension Claim Accommodations

Solely as an accommodation to the Pension Benefit Guaranty Corporation ("PBGC"), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Revlon Employees' Retirement Plan and/or The Revlon-UAW Pension Plan (collectively, the "Pension Plans") under the joint administration case number for these Chapter 11 cases (Case No. 22-10760 (DSJ)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Revlon, Inc., et al.*, Case No. 22-10760 (DSJ) (the "Lead Case"). Consequently, each claim PBGC files under Case No. 22-10760 (DSJ) shall represent a separate claim asserted against each of the fifty-one Debtors. Further, any amendments

² To the extent that this subparagraph m conflicts with paragraph 36 of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the "DIP Order") [Docket No. 330], paragraph 36 of the DIP Order shall control.

that PBGC may make with respect to any timely-filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plans in the jointly administered Chapter 11 case, Case No. 22-10760 (DSJ), shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of the cases jointly administered under the Lead Case. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of the PBGC's claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to PBGC's claims.

iii. Claims Arising from Rejected Executory Contracts or Unexpired Leases

Any Person or Entity that holds a Claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, or (b) 5:00 p.m., prevailing Eastern Time, on the date the Court may fix in the applicable order authorizing such rejection and, if no such date is provided, the date that is 30 days from the date of entry of such order (the "Rejection Damages Bar Date"). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

iv. Amendment to the Schedules

If the Debtors amend their Schedules, then the Bar Date for those creditors affected by any such amendment shall be the later of (a) the General Bar Date or Governmental Bar Date, as applicable, or (b) 5:00 p.m., prevailing Eastern Time, on the date that is 21 days from the date that the Debtors provide written notice to the affected creditor that the Schedules have been amended (the "Amended Schedules Bar Date" and, together with the General Bar Date, Governmental Bar Date, and Rejection Bar Damages Date, the "Bar Dates," and each a "Bar Date").

B. WHEN AND WHERE TO FILE PROOFS OF CLAIM

All Claimants must submit (by U.S. First Class Mail, overnight courier, or other hand-delivery system) an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll Bankruptcy Solutions, LLC ("Kroll"), the Debtors' claims and notice agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date to one of the following addresses, as applicable:

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration

Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

(collectively, the “Revlon Claims Processing Center”).

Alternatively, Claimants may submit a Proof of Claim electronically through the electronic Claims filing system available at <https://cases.ra.kroll.com/Revlon>. Proofs of Claim will be deemed timely filed only if actually received by Kroll on or before the applicable Bar Date. Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission. Any facsimile, telecopy, or electronic mail submissions will not be accepted and will not be deemed filed until a Proof of Claim is submitted to Kroll by overnight mail, courier service, hand delivery, regular mail, in person or through the electronic filing system described above. Claimants wishing to receive acknowledgment that their original, written Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim and (ii) a self-addressed, stamped envelope (in addition to the original Proof of Claim sent to Kroll).

C. CONTENTS OF A PROOF OF CLAIM

As noted above, the Debtors are enclosing a Proof of Claim Form for use in these Chapter 11 Cases, or you may use another Proof of Claim form that substantially conforms to Official Bankruptcy Form No. B410. The Proof of Claim Form is available free of charge on Kroll’s website at <https://cases.ra.kroll.com/Revlon/EPOC-Index>.

If your Claim is listed in the Debtors’ Schedules, the Proof of Claim Form sent to you will indicate how the Debtors have scheduled your Claim in the Schedules, including (a) the identity of the Debtor against which your Claim is scheduled; (b) the amount of the scheduled Claim, if any; (c) whether the Claim is listed as disputed, contingent, or unliquidated; and (d) whether the Claim is listed as a secured, unsecured priority, or unsecured non-priority Claim. You will receive a different Proof of Claim form for each Claim scheduled in your name by the Debtors. For holders of potential Claims that are listed in the Schedules of more than one of the Debtors, such creditor will receive a separate Proof of Claim Form for each such Debtor.

To be valid, a Proof of Claim MUST: (a) be signed by the Claimant (or, if the Claimant is not an individual, by an authorized agent of the Claimant), which may be satisfied by electronic signature through the electronic claims filing system described above; (b) be written in the English language; (c) be denominated in lawful currency of the United States; (d) conform substantially to the Proof of Claim Form or Official Form B410; (e) specify the Debtor against which the Proof of Claim is filed as well as the bankruptcy case number corresponding to such Debtor; (f) set forth with

specificity the legal and factual basis for the alleged Claim; and (g) include supporting documentation or an explanation as to why such documentation is not available. You should redact any sensitive information from your supporting documentation prior to filing your Proof of Claim.

Subject to specific exceptions in the Bar Date Order, all Claimants asserting Claims against more than one Debtor must file a separate Proof of Claim for each such Debtor and identify on each Proof of Claim the particular Debtor against which their Claim is asserted. If more than one Debtor is listed on a Proof of Claim, then the Debtors shall treat such Claim as filed only against the first listed Debtor. Any Proof of Claim filed in the Lead Case or without otherwise identifying a Debtor shall be deemed as filed only against Revlon, Inc. Notwithstanding the foregoing, the failure of any entity to file its Proof of Claim against the correct Debtor shall not constitute cause to expunge the Proof of Claim. Rather, the Debtors may seek to reclassify the Proof of Claim so that the Claim is asserted against the proper Debtor on notice to the affected Claimant.

If you are filing a Claim under section 503(b)(9) of the Bankruptcy Code, you must indicate in [Box 13] of the Proof of Claim Form the amount of the Claim that arises under section 503(b)(9) of the Bankruptcy Code. For each Claim under section 503(b)(9) of the Bankruptcy Code, you must attach all documents supporting such Claim to the Proof of Claim Form and include a statement setting forth with specificity: (a) the value of the goods the Claimant contends the Debtors received within the 20 days before the Petition Date; (b) documentation, including invoices, receipts, purchase orders, bills of lading, and the like, identifying the particular goods for which the Claim is being asserted; (c) to the extent the Claimant has knowledge, documentation regarding which Debtor the goods were shipped to, the date the goods were received by such Debtor, and the alleged value of such goods; and (d) a statement indicating (i) whether the value of such goods listed in the Proof of Claim Form represents a combination of services and goods, (ii) the percentage of value related to services and related to goods, and (iii) whether the Claimant has been paid on account of any other Claim against any Debtor regarding the goods underlying its Proof of Claim Form.

D. CONSEQUENCES FOR FAILURE TO FILE A PROOF OF CLAIM

Any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular Claim, but that fails to do so properly by the applicable Bar Date, shall be forever barred, estopped, and enjoined from: (a) asserting such Claim against the Debtors and their estates (or filing a Proof of Claim with respect thereto), and the Debtors and their properties and chapter 11 estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such Claim, and such person or entity shall not be treated as a creditor with respect to such Claim for any purpose in these Chapter 11 Cases.

E. CONTINGENT CLAIMS

Acts or omissions of or by the Debtors that occurred, or that are deemed to have occurred, prior to the Petition Date, including, without limitation, acts or omissions related to any indemnity agreement, guarantee, services provided to or rendered by the Debtors, or goods provided to or by the Debtors, may give rise to Claims against the Debtors and their estates notwithstanding the fact

that such Claims (or any injuries on which they may be based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds a Claim or potential Claim against the Debtors and their estates, no matter how remote, contingent, or unliquidated, **MUST** file a Proof of Claim on or before the applicable Bar Date.

F. THE SCHEDULES

You may be listed as the holder of a Claim in the Schedules. The Schedules are available free of charge on Kroll's website: <https://cases.ra.kroll.com/Revlon>. If you rely on the Schedules, it is your responsibility to determine that your Claim is accurately listed in the Schedules. As described above, if (a) you agree with the nature, amount, and status of your Claim as listed in the Schedules and (b) your Claim is NOT described as "disputed," "contingent," or "unliquidated," then you are not required to file a Proof of Claim in these Chapter 11 Cases with respect to such Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Bar Date Notice and the Bar Date Order.

G. RESERVATION OF RIGHTS

Nothing contained in this Bar Date Notice or the Bar Date Order is intended or should be construed as a waiver of any of the Debtors' rights, including without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled Claim as disputed, contingent or unliquidated; or (c) otherwise amend or supplement the Schedules. In addition, nothing contained herein is intended or should be construed as an admission of the validity of any Claim or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. All such rights and remedies are reserved.

H. ADDITIONAL INFORMATION

The Proof of Claim Form, the Bar Date Order, and all other pleadings filed in the Chapter 11 Cases are available free of charge on Kroll's website at <https://cases.ra.kroll.com/Revlon>. If you have questions concerning the filing or processing of Claims, you may contact the Debtors' Claims Agent, Kroll, (i) by emailing RevlonInfo@ra.kroll.com, or (ii) by phone at (855)-631-5341 within the United States or Canada or, outside of the United States or Canada, by calling 1-(646)-795-6968.

EXHIBIT 3

PUBLICATION NOTICE

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

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

**NOTICE OF DEADLINE FOR FILING OF PROOFS OF CLAIM,
INCLUDING CLAIMS ASSERTED UNDER SECTION 503(b)(9)
OF THE BANKRUPTCY CODE**

On June 15 2022 (the “Petition Date”), Revlon, Inc. and its affiliated debtors and debtors-in-possession (each a “Debtor” and, collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the U.S. Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). The last four digits of Revlon, Inc.’s tax identification number are 2955. Due to the large number of Debtors in these Chapter 11 cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein.

On [____], 2022, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. ____] (the “Bar Date Order”) establishing certain deadlines for the filing of proofs of claim in the chapter 11 cases. Pursuant to the Bar Date Order, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, and trust) that holds or seeks to assert a claim (as defined in section 101(5) of the Bankruptcy Code) that arose, or is deemed to have arisen, prior to the Petition Date (including, without limitation, claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code), no matter how remote or contingent such right to payment or equitable remedy may be (including claims for potential unmatured injuries), with certain limited exceptions as set forth in the Bar Date Order, **MUST FILE A PROOF OF CLAIM** on or before 5:00 p.m., prevailing Eastern Time, on October 25, 2022 (the “General Bar Date”) by (a) sending an original proof of claim form (by U.S. First Class Mail, overnight courier, or other hand-delivery system) that substantially conforms to the proof of claim form attached to the Bar Date Order so as to be actually received by Kroll Restructuring Administration, LLC (“Kroll”), the Debtors’ claims and notice agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date (as defined below), to one of the following addresses, as applicable:

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

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

or (b) by completing the online proof of claim form available at <https://cases.ra.kroll.com/Revlon>, so that it is actually received on or before the General Bar Date; *provided*, that, solely with respect to governmental units (as defined in section 101(27) of the Bankruptcy Code), the deadline for such governmental units to file a proof of claim is December 12, 2022, at 5:00 p.m., prevailing Eastern Time, (the “Governmental Bar Date” and, together with the General Bar Date and all other deadlines for filing proofs of claim set forth in the Bar Date Order, the “Bar Dates,” and each a “Bar Date”). Proofs of claim must be sent by overnight mail, courier service, hand delivery, regular mail, in person, or completed electronically through Kroll’s website. Proofs of claim sent by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, SHALL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM: (A) ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR ESTATES (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO), AND THE DEBTORS AND THEIR CHAPTER 11 PROPERTIES AND ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM; AND (B) VOTING UPON, OR RECEIVING DISTRIBUTIONS UNDER, ANY CHAPTER 11 PLAN IN THESE CHAPTER 11 CASES OR OTHERWISE IN RESPECT OF OR ON ACCOUNT OF SUCH CLAIM, AND SUCH PERSON OR ENTITY SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR ANY PURPOSE IN THESE CHAPTER 11 CASES.

A copy of the Bar Date Order and the Court-approved proof of claim form may be obtained by contacting the Debtors’ claims and noticing agent, in writing, at the addresses above or online at <https://cases.ra.kroll.com/Revlon>. The Bar Date Order can also be viewed on the Court’s website at <http://www.nysb.uscourts.gov>. If you have questions concerning the filing or processing of claims, you may contact the Kroll by (i) by emailing RevlonInfo@ra.kroll.com, or (ii) by phone at

(855)-631-5341 within the United States or Canada or, outside of the United States or Canada, by calling 1-(646)-795-6968.

TAB I

THIS IS **EXHIBIT “I”** REFERRED TO IN
THE AFFIDAVIT OF ROBERT M. CARUSO,
SWORN BEFORE ME OVER VIDEO
CONFERENCE THIS 16th DAY OF
SEPTEMBER, 2022.



A Commissioner for Taking Affidavits

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

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

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

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) setting the Bar Dates for filing prepetition Proofs of Claim in these Chapter 11 Cases; (b) establishing procedures for filing Proofs of Claim; (c) approving the form and manner of notice thereof; and (d) granting related relief, and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application; and a Certificate of No Objection having been filed; and this Court having determined

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

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

that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. The Court hereby approves (a) the Proof of Claim Form, Bar Date Notice, and Publication Notice substantially in the forms attached to this Order as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**, respectively; and (b) the manner of providing notice of the Bar Dates as described in the Application.
3. Except as otherwise provided herein, any Person or Entity (including, without limitation, any individual, partnership, joint venture, corporation, estate, and trust) that holds, or seeks to assert, a Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the June 15, 2022 (the "Petition Date"), no matter how remote, contingent, or unliquidated, including, without limitation, secured Claims, unsecured priority Claims (including, without limitation, Claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code) and unsecured non-priority Claims (including, without limitation, Claims under sections 502(d) and 502(g) of the Bankruptcy Code and any other Claims described or defined in this Order or the Application), must properly file a Proof of Claim on or before the applicable Bar Date (pursuant to the procedures set forth in this Order) in order to share in any distributions by the Debtors' estates or otherwise participate in voting on any chapter 11 plan or distributions under any such plan. Each Claimant described in the preceding sentence, including creditors as defined in section 101(10) of the Bankruptcy Code, is referred to herein as a "Claimant" and collectively as "Claimants."

4. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant other than a Governmental Unit that asserts a Claim against a Debtor that arose, or is deemed to have arisen, prior to the Petition Date must file a written Proof of Claim, substantially in the form attached hereto as Exhibit 1 (the Proof of Claim Form) or Official Form B410, on or prior to October 24, 2022 at 5:00 p.m., prevailing Eastern Time (the “General Bar Date”), so that such Proof of Claim is actually received by Kroll on or before the General Bar Date.

5. Any Claimant that asserts a Claim against a Debtor entitled to priority under section 503(b)(9) of the Bankruptcy Code (a “503(b)(9) Claim”) must file a Proof of Claim on or prior to the General Bar Date.

6. Any Claimant that asserts a personal injury claim arising from a disease allegedly caused by the exposure to cosmetic talc allegedly contained in the Debtors’ products (such Claimant, a “Talc PI Claimant”, and such a claim a, “Talc PI Claim”) may file a Proof of Claim after the General Bar Date without obtaining relief from the Court to file such Proof of Claim after the General Bar Date *provided* that such disease was diagnosed by a licensed medical doctor for the first time after the Petition Date. Any such Talc PI Claim filed after the General Bar Date but prior to the confirmation date of a bankruptcy plan, without leave of the Court, shall be deemed timely filed as an unsecured, unliquidated claim (subject to further allowance of such claim by a court of competent jurisdiction), *provided* that any Talc PI Claim that is filed after the date that votes are initially solicited on a plan shall not be entitled to vote on such plan. This Order is without prejudice to the right of a Talc PI Claimant to seek relief from the Court authorizing such Talc PI Claimant to assert a liquidated and/or priority claim against the Debtors after the General Bar Date. The provision of this paragraph governs only the timing of filing of Talc PI Claims, it being understood that all parties reserve all rights to dispute or challenge any filed Talc PI Claims

on any basis, and shall not create a presumption that any Claimant received actual or constructive notice of the General Bar Date or of the commencement of the Debtors' Chapter 11 Cases.

7. Any Governmental Unit that asserts a Claim against a Debtor that arose prior to the Petition Date must file a Proof of Claim on or prior to December 12, 2022 at 5:00 p.m., prevailing Eastern Time (the "Governmental Bar Date"), so that such Proof of Claim is actually received by Kroll on or before the Governmental Bar Date.

8. Any Claimant that asserts a Claim against a Debtor arising from the Debtor's rejection of an executory contract or unexpired lease (a "Rejection Damages Claim") must file a Proof of Claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable and (b) any date this Court may fix in the applicable order authorizing such rejection and, if no such date is provided, 5:00 p.m. prevailing Eastern Time on the date that is 30 days from the date of entry of such order (the "Rejection Damages Bar Date") so that such Proof of Claim is actually received by Kroll on or before the Rejection Damages Bar Date. The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

9. If the Debtors amend or supplement the Schedules subsequent to the date hereof, any affected creditor may file a Proof of Claim or amend any previously filed Proof of Claim in respect of the amended scheduled Claim in accordance with the procedures described herein. The Debtors will provide notice of any amendment or supplement of the Schedules to the Claimants affected thereby, and such Claimants must file Proofs of Claim, if necessary, before the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 21 days from the date notice is given regarding any amendment or supplement of or to the Debtors' Schedules (the

“Amended Schedules Bar Date” and, together with the General Bar Date, Governmental Bar Date, and Rejection Damages Bar Date, the “Bar Dates,” and each a “Bar Date”).

10. Claimants must submit a Proof of Claim that substantially conforms to the Proof of Claim Form so that such Proof of Claim is actually received by Kroll, the Debtors’ claims and noticing agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date. A Claimant must submit a Proof of Claim, in each case, so that the Proof of Claim is actually received by Kroll on or before the applicable Bar Date (a) electronically using the interface available on Kroll’s website through the electronic Claims filing system available at <https://cases.ra.kroll.com/Revlon/EPOC-Index>, or (b) by U.S. First Class Mail, overnight courier, or other hand-delivery system, to one of the following addresses, as applicable:

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

(collectively, the “Revlon Claims Processing Center”).

11. Except as specifically provided herein, a Proof of Claim must satisfy all of the following requirements to be considered properly and timely filed in these Chapter 11 Cases:

- a. be actually received by Kroll as described in the preceding paragraph above by overnight mail, courier service, hand delivery, regular mail, in person or electronically through the Proof of Claim filing system available on Kroll’s website on or before the applicable Bar Date;

- b. be signed by the Claimant (or, if the Claimant is not an individual, by an authorized agent of the Claimant), which may be satisfied by electronic signature through the electronic claims filing system described above;
- c. be written in the English language;
- d. conform substantially to the Proof of Claim Form or Official Form B410;
- e. specify the Debtor against which the Proof of Claim is filed as well as the bankruptcy case number corresponding to such Debtor;
- f. set forth with specificity the legal and factual basis for the alleged Claim;
- g. be denominated in lawful currency of the United States; and
- h. include supporting documentation or an explanation as to why such documentation is not available.

12. Except as specifically provided herein, all Claimants asserting a Claim against more than one Debtor must file a separate Proof of Claim with respect to each such Debtor and identify on each Proof of Claim the particular Debtor against which such Claim is asserted. If more than one Debtor is listed on a Proof of Claim, then the Debtors shall treat such Claim as filed only against the first listed Debtor. Any Proof of Claim filed under the Lead Case or without otherwise identifying a Debtor shall be deemed as filed only against Revlon, Inc. Notwithstanding the foregoing, the Debtors may seek to reclassify a Proof of Claim so that the Claim is asserted against the proper Debtor on notice to the affected Claimant.

13. Proofs of Claim sent to Kroll by facsimile, telecopy, or electronic mail transmission will not be accepted and will not be considered properly or timely filed for any purpose in these Chapter 11 Cases.

14. Properly filing a Proof of Claim that substantially conforms to the Proof of Claim Form and otherwise conforms with the procedures set forth in this Order shall be deemed to satisfy the procedural requirements for the assertion of 503(b)(9) Claims; *provided, however*, that all other administrative Claims under section 503(b) of the Bankruptcy Code must be made by separate

requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if asserted by filing a Proof of Claim.

15. Any Claimant asserting a 503(b)(9) Claim must attach all documents supporting such Claim to the Proof of Claim Form and include a statement setting forth with specificity: (a) the value of the goods the Claimant contends the Debtors received within the 20 days before the Petition Date; (b) documentation, including invoices, receipts, purchase orders, bills of lading, and the like, identifying the particular goods for which the Claim is being asserted; (c) to the extent the Claimant has knowledge, documentation regarding which Debtor the goods were shipped to, the date the goods were received by such Debtor and the alleged value of such goods; and (d) a statement indicating (i) whether the value of such goods listed in the Proof of Claim Form represents a combination of services and goods, (ii) the percentage of value related to services and related to goods, and (iii) whether the Claimant has been paid on account of any other Claim against any Debtor regarding the goods underlying its Proof of Claim Form.

16. The following Claimants are not required to file Proofs of Claim:

- a. any Person or Entity that has already filed a properly supported and executed Proof of Claim against the applicable Debtor with either Kroll or the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form prior to the entry of the Bar Date Order;
- b. any Person or Entity (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as “disputed,” “contingent,” or “unliquidated,” and (iii) who does not dispute the amount or characterization of its Claim (including that the Claim is an obligation of the specific Debtor against which the Claim is scheduled) as set forth in the Schedules;
- c. professionals retained by the Debtors, the Committee, or any other committee appointed in these Chapter 11 Cases pursuant to orders of this Court that assert administrative Claims for fees and expenses subject to the

Court's approval pursuant to sections 330, 331, 363, and 503(b) of the Bankruptcy Code;

- d. professionals whose payment this Court approved under the DIP Order;
- e. any Person or Entity that holds or asserts a Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense other than 503(b)(9) Claims;
- f. any Person or Entity that holds a Claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;
- g. current officers, directors, and employees of the Debtors that may hold contingent and unliquidated Claims for indemnification, contribution, or reimbursement arising as a result of such officers', directors', or employees' prepetition or postpetition services to the Debtors; *provided*, that any officer, director or employee covered by this provision that wishes to assert Claims, other than contingent and unliquidated Claims for indemnification, contribution, or reimbursement, must file Proofs of Claim on account of such Claims on or before the General Bar Date unless another exception in this paragraph applies;
- h. any current employee of the Debtors, solely with respect to any Claim based on the payment of wages, compensation (including incentive compensation payments) and benefits (i) arising in the ordinary course of business postpetition, (ii) previously authorized to be paid by the *Final Order (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* entered on July 22, 2022 [Docket No. 272] or *Order Approving the Debtors' Key Employee Retention Plan* entered on July 25, 2022 [Docket No. 281], (iii) for which authority to pay has been requested in the *Debtors' Motion for Entry of an Order Approving the Key Employee Incentive Plan* filed on August 11, 2022 [Docket No. 366]; *provided, however*, that a current employee must submit a Proof of Claim by the General Bar Date for any other Claim that arose before the Petition Date, including Claims, if any, related to discrimination, harassment, a hostile work environment or retaliation; *provided, further*, that notwithstanding the foregoing, either employees (present or former) or their labor union must submit Proofs of Claim relating to grievances prior to the General Bar Date to the extent the grounds for such grievances arose on or prior to the Petition Date; *provided, however*, that notwithstanding anything else in the Bar Date Order (i) the labor union may submit a Proof of Claim itemizing such grievances on behalf of its members, and may file one Proof of Claim against Debtor Revlon, Inc. on or before the General Bar Date with respect to all of the amounts owed under the applicable collective bargaining agreements on behalf of the labor union or its

members, which master Proof of Claim shall be deemed asserted by the labor union against each of the Debtors that are employers under the applicable collective bargaining agreements so long as such master Proof of Claim sets forth in reasonable detail the basis and amount of the Claim asserted against each Debtor and (ii) any employee represented by a Union may similarly file a Proof of Claim (if any) against only Debtor Revlon, Inc. and such Proof of Claim shall be deemed asserted against such represented employee's employer under the applicable collective bargaining agreements;

- i. any Debtor or wholly-owned subsidiary of a Debtor asserting a Claim against any Debtor;
- j. any Person or Entity whose Claim asserts a right to payment or performance solely against a non-Debtor affiliate of a Debtor;
- k. any Person or Entity whose Claim has already been paid in full by a Debtor in accordance with the Bankruptcy Code or in accordance with an order of the Court, or by any other party;
- l. any Person or Entity whose Claim has been allowed by an order of the Court entered on or before the applicable Bar Date;
- m. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, or bonds or notes issued by any of the Debtors (a "Debt Claim") pursuant to an indenture, including without limitation the indenture for the Debtors' 6.25% pre-petition unsecured notes, or credit agreement, as applicable (collectively, the "Debt Instruments"); *provided*, that the relevant authorized indenture trustee or administrative agent under the applicable Debt Instrument shall file a single master Proof of Claim on or before the General Bar Date in the Lead Case (as defined below), which shall be deemed to constitute the filing of such proof of claim or proofs of claim in the cases of all Debtors that are obligors under that Debt Instrument. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors with respect to the number, allowance, amount, or priority of the Debt Claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Debt Claims;³
- n. any Person or Entity that holds an interest of Revlon, Inc. solely with respect to such holder's ownership interest in or possession of such interest, which shall include common stock, warrants, and rights or options to purchase, sell or subscribe to common stock; *provided, however*, that any such holders that wish to assert a Claim against any of the Debtors based on transactions

³ To the extent that this subparagraph m conflicts with paragraph 36 of the DIP Order, paragraph 36 of the DIP Order shall control.

with respect to the interests of Revlon, Inc., including, but not limited to, Claims for damages or rescission based on the purchase or sale of such interests must file a Proof of Claim on or prior to the General Bar Date.

17. Any Claimant exempt from filing a Proof of Claim pursuant to the preceding paragraph must still properly and timely file a Proof of Claim for any other Claim that does not fall within the exemptions provided in the preceding paragraph.

18. Solely as an accommodation to the Pension Benefit Guaranty Corporation (“PBGC”), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Revlon Employees’ Retirement Plan and/or The Revlon-UAW Pension Plan (collectively, the “Pension Plans”) under the joint administration case number for these Chapter 11 cases (Case No. 22-10760 (DSJ)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Revlon, Inc., et al.*, Case No. 22-10760 (DSJ) (the “Lead Case”). Consequently, each claim PBGC files under Case No. 22-10760 (DSJ) shall represent a separate claim asserted against each of the fifty-one Debtors. Further, any amendments that PBGC may make with respect to any timely-filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plans in the jointly administered Chapter 11 case, Case No. 22-10760 (DSJ), shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of the cases jointly administered under the Lead Case. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of the PBGC’s claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to PBGC’s claims.

19. The ACE Companies and the Chubb Companies: Notwithstanding anything to the contrary in this Bar Date Order, any provision of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, any order of this Court, any Proof of Claim Form or any Bar Date Notice, and solely for the ease of administration, (a) ACE American Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the ACE Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “ACE Proof of Claim”) in the Lead Case, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the ACE Proof of Claim; (b) Federal Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies,” and collectively with the ACE Companies, the “Insurance Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the Chubb Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “Chubb Proof of Claim,” and collectively with the ACE Proof of Claim, the “Consolidated Claims”) in the Lead Case, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Chubb Proof of Claim; and (c) as the documents supporting the Consolidated Claims are voluminous and contain confidential information, the documents supporting the Consolidated Claims will not need to be filed with the Consolidated Claims, *provided* that the supporting documents shall be provided to the Debtors upon the Debtors’ request in connection with the claims administration process. Nothing contained in this paragraph shall be construed as a waiver or modification of any rights, claims or

defenses, including, without limitation, the right of the Insurance Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted, or (c) amend the amount or nature of the Consolidated Claims; provided, however, that the Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (i) only in the Lead Case and only against Revlon, Inc. (instead of in the bankruptcy cases of any of the other Debtors), and/or (ii) only by either ACE American Insurance Company or Federal Insurance Company (instead of by each of the ACE Companies and the Chubb Companies). For the avoidance of doubt, nothing in this paragraph prevents or prohibits any of the ACE Companies or any of the Chubb Companies from filing proofs of claim other than the Consolidated Claims including, but not limited to, any proofs of claim relating to or arising from coverage or any other disputes and/or claims under insurance policies and related agreements. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, the Insurance Companies, or any other party in interest with respect to the number, allowance, amount, or priority of the Insurance Companies' claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Insurance Companies' claims.

20. Any Proof of Claim filed by the Financial Services Regulatory Authority of Ontario ("FSRA"), on behalf of the administrator of the Debtors' Canadian registered pension plan, as authorized by Order of the Ontario Superior Court of Justice (Commercial List) in the Debtors' proceedings under the Companies' Creditors Arrangement Act, shall not be disputed or objected to on the basis that such Proof of Claim was filed by FSRA on behalf of such administrator.

21. For holders of potential Claims listed in the Schedules, the Proof of Claim Form mailed to such Claimants will indicate how the Debtors have scheduled the creditor's Claim in the

Schedules, including (a) the identity of the Debtor against which the entity's Claim is scheduled; (b) the amount of the scheduled Claim, if any; (c) whether the Claim is listed as disputed, contingent, or unliquidated; and (d) whether the Claim is listed as a secured, unsecured priority, or unsecured non-priority Claim. For holders of potential Claims that are listed in the Schedules of more than one of the Debtors, such creditor will receive a separate Proof of Claim Form for each such Debtor.

22. The manner of service of the Bar Date Notice and Proof of Claim form as set forth in the Application are hereby approved and shall be deemed good, adequate and sufficient notice for all relevant purposes.

23. Within five days following entry of this Order (the "Service Date"), Kroll will provide notice and instructions regarding the Bar Dates, substantially in the form attached hereto as **Exhibit 2** (the "Bar Date Notice"), by mailing a copy of the Bar Date Notice, together with a Proof of Claim Form, by first-class mail to all known Claimants that are currently listed in the Debtors' Chapter 11 Creditor Matrix.

24. Kroll shall provide notice in the manner described in the previous paragraph upon additional parties receiving notice in these Chapter 11 Cases, including without limitation: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (ii) administrative agent and collateral agent under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan

Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, as counsel to the Ad Hoc Group of BrandCo Lenders; (j) U.S. Bank Trust Company, National Association, as indenture trustee for the Debtors' pre-petition unsecured notes, and any counsel thereto; (k) Brown Rudnick LLP, as counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Debtors operate; (p) any party that has requested notice pursuant to Bankruptcy Rule 2002; (q) beneficial owners of the Debtors' public debt securities (*provided*, that the Debtors shall serve such parties only with the Bar Date Notice and not a Proof of Claim Form); and (r) all known governmental units (including taxing authorities, environmental agencies, and all secretaries of state) for the jurisdictions in which any Debtor maintains or conducts business.

25. Kroll may serve the Bar Date Notice and Proof of Claim Form via email on all parties that have consented to, or are otherwise ordered to receive, notice in these Chapter 11 Cases via email pursuant to the Case Management Order.

26. Any submitted Proof of Claim shall be made publicly available on the Debtors' case information website (located at <https://cases.ra.kroll.com/Revlon>).

27. Kroll shall file proofs of service with respect to any service of the Bar Date Notice and Proof of Claim Form as soon as reasonably practicable.

28. By not later than September 26, 2022, Kroll shall publish notice of the Bar Dates, in substantially the form of the Publication Notice, in the national editions of the *New York Times*

and *USA Today*, and the national edition of *The Globe and Mail* in Canada. Kroll shall file proof of such publication as soon as reasonably practicable.

29. Nothing in this Order shall be construed as limiting or prohibiting the Debtors or Kroll from providing notice of this Order, the Bar Date Notice, the Publication Notice, the Proof of Claim Form, or any other notice regarding the Bar Dates in any manner not particularly described in the Application or this Order. The Debtors and Kroll are authorized to provide such further or additional notice of this Order, the Bar Date Notice, the Publication Notice, the Proof of Claim Form, or any other notice regarding the Bar Dates as they deem necessary or appropriate.

30. Nothing contained in this Application or any order granting the relief requested in this Application, and no action taken pursuant to such relief requested or granted (including any payment made in accordance with any such order), is intended as or should be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor, under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any particular claim, (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Application or any order granting the relief requested by this Application, (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law, (h) a waiver of the Debtors' right to amend or supplement the Schedules, including

by subsequently designating any scheduled Claim as disputed, contingent, or unliquidated, or (i) a waiver of any other right of the Debtors.

31. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular Claim, but that fails to do so properly by the applicable Bar Date, shall be forever barred, estopped and enjoined from: (a) asserting such Claim against the Debtors and their chapter 11 estates (or filing a Proof of Claim with respect thereto), and the Debtors and their properties and estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such Claim, and such Person or Entity shall not be treated as a creditor with respect to such Claim for any purpose in these Chapter 11 Cases.

32. The provisions of this Order apply to all Claims of whatever character or nature against the Debtors, their estates or their assets, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, or fixed or contingent.

33. All Claimants that desire to rely on the Schedules with respect to filing a Proof of Claim shall have the sole responsibility for determining that their respective Claim is accurately listed therein.

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

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

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

Dated: New York, New York
September 12, 2022

s/ David S. Jones

HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

PROOF OF CLAIM FORM

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Revlon, Inc. (Case No. 22-10760)	<input type="checkbox"/> BrandCo Giorgio Beverly Hills 2020 LLC (Case No. 22-10777)	<input type="checkbox"/> Riros Group Inc. (Case No. 22-10794)
<input type="checkbox"/> Elizabeth Arden USC, LLC (Case No. 22-10761)	<input type="checkbox"/> Revlon Development Corp. (Case No. 22-10778)	<input type="checkbox"/> Beautyge Brands USA, Inc. (Case No. 22-10795)
<input type="checkbox"/> BrandCo Almay 2020 LLC (Case No. 22-10762)	<input type="checkbox"/> Roux Properties Jacksonville, LLC (Case No. 22-10779)	<input type="checkbox"/> Elizabeth Arden (Canada) Limited (Case No. 22-10796)
<input type="checkbox"/> Elizabeth Arden, Inc. (Case No. 22-10763)	<input type="checkbox"/> BrandCo Halston 2020 LLC (Case No. 22-10780)	<input type="checkbox"/> BrandCo PS 2020 LLC (Case No. 22-10797)
<input type="checkbox"/> BrandCo Charlie 2020 LLC (Case No. 22-10764)	<input type="checkbox"/> Revlon Government Sales, Inc. (Case No. 22-10781)	<input type="checkbox"/> BrandCo White Shoulders 2020 LLC (Case No. 22-10798)
<input type="checkbox"/> FD Management, Inc. (Case No. 22-10765)	<input type="checkbox"/> SinfulColors Inc. (Case No. 22-10782)	<input type="checkbox"/> Revlon Canada Inc. (Case No. 22-10799)
<input type="checkbox"/> Revlon Consumer Products Corporation (Case No. 22-10766)	<input type="checkbox"/> BrandCo Jean Nate 2020 LLC (Case No. 22-10783)	<input type="checkbox"/> Beautyge USA, Inc. (Case No. 22-10800)
<input type="checkbox"/> BrandCo CND 2020 LLC (Case No. 22-10767)	<input type="checkbox"/> RML, LLC (Case No. 22-10784)	<input type="checkbox"/> Beautyge I (Case No. 22-10801)
<input type="checkbox"/> North America Revsale Inc. (Case No. 22-10768)	<input type="checkbox"/> Revlon International Corporation (Case No. 22-10785)	<input type="checkbox"/> Charles Revson Inc. (Case No. 22-10802)
<input type="checkbox"/> OPP Products, Inc. (Case No. 22-10769)	<input type="checkbox"/> Bari Cosmetics, Ltd. (Case No. 22-10786)	<input type="checkbox"/> Beautyge II, LLC (Case No. 22-10803)
<input type="checkbox"/> Almay, Inc. (Case No. 22-10770)	<input type="checkbox"/> PPI Two Corporation (Case No. 22-10787)	<input type="checkbox"/> Creative Nail Design, Inc. (Case No. 22-10804)
<input type="checkbox"/> BrandCo Curve 2020 LLC (Case No. 22-10771)	<input type="checkbox"/> Revlon Professional Holding Company LLC (Case No. 22-10788)	<input type="checkbox"/> Cutex, Inc. (Case No. 22-10805)
<input type="checkbox"/> RDEN Management, Inc. (Case No. 22-10772)	<input type="checkbox"/> BrandCo Mitchum 2020 LLC (Case No. 22-10789)	<input type="checkbox"/> DF Enterprises, Inc. (Case No. 22-10806)
<input type="checkbox"/> BrandCo Elizabeth Arden 2020 LLC (Case No. 22-10773)	<input type="checkbox"/> Revlon (Puerto Rico) Inc. (Case No. 22-10790)	<input type="checkbox"/> Elizabeth Arden (Financing), Inc. (Case No. 22-10807)
<input type="checkbox"/> Art & Science, Ltd. (Case No. 22-10774)	<input type="checkbox"/> Riros Corporation (Case No. 22-10791)	<input type="checkbox"/> Elizabeth Arden Investments, LLC (Case No. 22-10808)
<input type="checkbox"/> Realistic Roux Professional Products Inc. (Case No. 22-10775)	<input type="checkbox"/> BrandCo Multicultural Group 2020 LLC (Case No. 22-10792)	<input type="checkbox"/> Elizabeth Arden NM, LLC (Case No. 22-10809)
<input type="checkbox"/> Roux Laboratories, Inc. (Case No. 22-10776)	<input type="checkbox"/> Elizabeth Arden (UK) Ltd. (Case No. 22-10793)	<input type="checkbox"/> Elizabeth Arden Travel Retail, Inc. (Case No. 22-10810)

Modified Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No

Yes. From whom? _____

<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____</p>	<p>Filed on _____</p> <p style="text-align: right;">MM / DD / YYYY</p>
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

<p>6. Do you have any number you use to identify the debtor?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</p>
<p>7. How much is the claim? \$ _____</p>	<p>Does this amount include interest or other charges?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>_____</p>
<p>9. Is all or part of the claim secured?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property:</p> <p><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</p> <p><input type="checkbox"/> Motor vehicle</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____%</p> <p><input type="checkbox"/> Fixed</p> <p><input type="checkbox"/> Variable</p>

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 507(b)(9)? No Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City _____ State _____ ZIP Code _____

Contact phone _____ Email _____

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
 - **Fill in the caption at the top of the form.**
 - **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
 - **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
 - **Do not attach original documents because attachments may be destroyed after scanning.**
 - **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
 - **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://cases.ra.kroll.com/Revlon>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. § 503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

If by first class mail:
Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

If by hand delivery, or overnight courier:
Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

You may also file your claim electronically at
<https://cases.ra.kroll.com/Revlon/EPOC-Index>.

Do not file these instructions with your form

EXHIBIT 2

BAR DATE NOTICE

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

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

**NOTICE OF DEADLINE FOR FILING OF PROOFS OF CLAIM, INCLUDING
CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CASES. YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

TO: ALL POTENTIAL HOLDERS OF CLAIMS AGAINST THE DEBTORS

Please take notice that on June 15, 2022 (the “Petition Date”), the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”).

Please take further notice that on _____, 2022, the Court entered an order (the “Bar Date Order”) establishing October 24, 2022, at 5:00 p.m., prevailing Eastern Time (the “General Bar Date”) as the last date and time for each person or entity to file a Proof of Claim in the Chapter 11 Cases (the “Proof of Claim” or “Proofs of Claim,” as applicable); *provided*, that, solely with respect to a governmental unit, the last date and time for such governmental unit to file a Proof of Claim in the Chapter 11 Cases is December 12, 2022, at 5:00 p.m., prevailing Eastern Time (the “Governmental Bar Date”). For your convenience, except with respect to beneficial owners of the Debtors’ public debt securities, enclosed with this Notice is a Proof of Claim form (the “Proof of Claim Form”).

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

Please take further notice that the Bar Date Order and the procedures set forth therein and herein for the filing of Proofs of Claim apply to all Claims (the holder of any such Claim, a “Claimant”) that arose, or are deemed to have arisen, prior to the Petition Date, regardless of their character or nature, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, or fixed or contingent, including, without limitation, Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code, no matter how remote or contingent.

As used in this Notice, the term “Creditor” has the meaning given to it in section 101(10) of the Bankruptcy Code, and includes all persons, entities, estates, trusts, governmental units, and the United States Trustee. In addition, the terms “Person,” “Entity” and “Governmental Unit” are defined in sections 101(41), 101(15), and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “Claim” has the meaning given to it in section 101(5) of the Bankruptcy Code, and includes as to or against any one or more of the Debtors: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Individual Debtor Information. The last four digits of each Debtor’s federal tax identification number are set forth below. The location of the Debtors’ service address is: One New York Plaza, New York, NY 10004.

Entity Name	Case Number	Tax Identification #
Revlon, Inc.	22-10760	13-3662955
Almay, Inc.	22-10770	13-3721920
Art & Science, Ltd.	22-10774	36-4237044
Bari Cosmetics, Ltd.	22-10786	45-5569710
Beautyge Brands USA, Inc.	22-10795	84-1445135
Beautyge I	22-10801	98-4074486
Beautyge II, LLC	22-10803	84-2555893
Beautyge U.S.A., Inc.	22-10800	52-2223071
BrandCo Almay 2020 LLC	22-10762	85-2388643
BrandCo Charlie 2020 LLC	22-10764	85-2402013
BrandCo CND 2020 LLC	22-10767	85-2417509
BrandCo Curve 2020 LLC	22-10771	85-2454055
BrandCo Elizabeth Arden 2020 LLC	22-10773	85-2473429
BrandCo Giorgio Beverly Hills 2020 LLC	22-10777	85-2498443
BrandCo Halston 2020 LLC	22-10780	85-2539931
BrandCo Jean Nate 2020 LLC	22-10783	85-2568552
BrandCo Mitchum 2020 LLC	22-10789	85-2598746
BrandCo Multicultural Group 2020 LLC	22-10792	85-2621528
BrandCo PS 2020 LLC	22-10797	85-2649091
BrandCo White Shoulders 2020 LLC	22-10798	85-2656251
Charles Revson Inc.	22-10802	13-2577534
Creative Nail Design, Inc.	22-10804	95-3448148
Cutex, Inc.	22-10805	61-1812963
DF Enterprises, Inc.	22-10806	51-0406399
Elizabeth Arden (Canada) Limited	22-10796	98-0565605

Entity Name	Case Number	Tax Identification #
Elizabeth Arden (Financing), Inc.	22-10807	80-0048222
Elizabeth Arden (UK) Ltd.	22-10793	98-0342936
Elizabeth Arden Investments, LLC	22-10808	46-1314739
Elizabeth Arden NM, LLC	22-10809	46-3169592
Elizabeth Arden Travel Retail, Inc.	22-10810	31-1815389
Elizabeth Arden USC, LLC	22-10761	46-3104862
Elizabeth Arden, Inc.	22-10763	59-0914138
FD Management, Inc.	22-10765	51-0406398
North America Revsale Inc.	22-10768	13-1953730
OPP Products, Inc.	22-10769	27-4403060
PPI Two Corporation	22-10787	13-3298307
RDEN Management, Inc.	22-10772	90-0119805
Realistic Roux Professional Products Inc.	22-10775	35-2519501
Revlon Canada Inc.	22-10790	N/A
Revlon Consumer Products Corporation	22-10799	13-3662953
Revlon Development Corp.	22-10766	48-1283986
Revlon Government Sales, Inc.	22-10778	13-2893624
Revlon International Corporation	22-10781	13-6157771
Revlon Professional Holding Company LLC	22-10785	11-3534535
Revlon Puerto Rico, Inc	22-10788	66-0242704
Riros Corporation	22-10791	13-4030700
Riros Group Inc.	22-10794	13-4034499
RML LLC	22-10784	N/A
Roux Laboratories, Inc.	22-10776	13-1537427
Roux Properties Jacksonville, LLC	22-10779	46-3691132
SinfulColors Inc.	22-10782	27-4403478

A. PROOFS OF CLAIM AND MANNER OF FILING

Except as otherwise provided herein, any Person or Entity that has or seeks to assert a Claim which arose, or is deemed to have arisen, prior to the Petition Date, including, without limitation, a Claim under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE** in order to potentially share in any distribution by the Debtors’ estates. Under the Bar Date Order, the filing of an original, written Proof of Claim Form, or the electronic submission of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority Claims under section 503(b)(9) of the Bankruptcy Code. All other administrative Claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. No deadline has yet been established for the filing of administrative Claims other than Claims under section 503(b)(9) of the Bankruptcy Code. **Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the General Bar Date, unless made by a governmental unit.** Acts or omissions of the Debtors that occurred or arose before the Petition Date may give rise to Claims that must be filed by the applicable Bar Date, notwithstanding that such Claims may not have matured, are contingent, or have not become fixed or liquidated prior to or as of the Petition Date.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE THAT YOU HAVE A CLAIM. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

i. Claims for Which No Proof of Claim Is Required to be Filed

Notwithstanding the above, holders of the following Claims are not required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such Claim:

- a. any Person or Entity that has already filed a properly supported and executed Proof of Claim against the applicable Debtor with either Kroll or the Clerk of the Court for the United States Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form prior to the entry of the Bar Date Order;
- b. any Person or Entity (i) whose Claim is listed in the Schedules or any amendments thereto, and (ii) whose Claim is not described therein as “disputed,” “contingent,” or “unliquidated,” and (iii) who does not dispute the amount or characterization of its Claim (including that the Claim is an obligation of the specific Debtor against which the Claim is scheduled) as set forth in the Schedules;
- c. professionals retained by the Debtors, the Committee, or any other committee appointed in these Chapter 11 Cases pursuant to orders of this Court that assert administrative Claims for fees and expenses subject to the Court’s approval pursuant to sections 330, 331, 363, and 503(b) of the Bankruptcy Code;
- d. professionals whose payment this Court approved under the DIP Order;
- e. any Person or Entity that holds or asserts a Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code as an administrative expense other than 503(b)(9) Claims;
- f. any Person or Entity that holds a Claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;
- g. current officers, directors, and employees of the Debtors that may hold contingent and unliquidated Claims for indemnification, contribution, or reimbursement arising as a result of such officers’, directors’, or employees’ prepetition or postpetition services to the Debtors; *provided*, that any officer, director or employee covered by this provision that wishes to assert Claims, other than contingent and unliquidated Claims for indemnification, contribution, or reimbursement, must file Proofs of Claim on account of

such Claims on or before the General Bar Date unless another exception in this paragraph applies;

- h. any current employee of the Debtors, solely with respect to any Claim based on the payment of wages, compensation (including incentive compensation payments) and benefits (i) arising in the ordinary course of business postpetition, (ii) previously authorized to be paid by the *Final Order (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* entered on July 22, 2022 [Docket No. 272] or *Order Approving the Debtors' Key Employee Retention Plan* entered on July 25, 2022 [Docket No. 281], (iii) for which authority to pay has been requested in the *Debtors' Motion for Entry of an Order Approving the Key Employee Incentive Plan* filed on August 11, 2022 [Docket No. 366]; *provided, however*, that a current employee must submit a Proof of Claim by the General Bar Date for any other Claim that arose before the Petition Date, including Claims, if any, related to discrimination, harassment, a hostile work environment or retaliation; *provided, further*, that notwithstanding the foregoing, either employees (present or former) or their labor union must submit Proofs of Claim relating to grievances prior to the General Bar Date to the extent the grounds for such grievances arose on or prior to the Petition Date; *provided, however*, that notwithstanding anything else in the Bar Date Order (i) the labor union may submit a Proof of Claim itemizing such grievances on behalf of its members, and may file one Proof of Claim against Debtor Revlon, Inc. on or before the General Bar Date with respect to all of the amounts owed under the applicable collective bargaining agreements on behalf of the labor union or its members, which master Proof of Claim shall be deemed asserted by the labor union against each of the Debtors that are employers under the applicable collective bargaining agreements so long as such master Proof of Claim sets forth in reasonable detail the basis and amount of the Claim asserted against each Debtor and (ii) any employee represented by a Union may similarly file a Proof of Claim (if any) against only Debtor Revlon, Inc. and such Proof of Claim shall be deemed asserted against such represented employee's employer under the applicable collective bargaining agreements;
- i. any Debtor or wholly-owned subsidiary of a Debtor asserting a Claim against any Debtor;
- j. any Person or Entity whose Claim asserts a right to payment or performance solely against a non-Debtor affiliate of a Debtor;
- k. any Person or Entity whose Claim has already been paid in full by a Debtor in accordance with the Bankruptcy Code or in accordance with an order of the Court, or by any other party;

- l. any Person or Entity whose Claim has been allowed by an order of the Court entered on or before the applicable Bar Date;
- m. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any revolving credit facility, term loans, or bonds or notes issued by any of the Debtors (a “Debt Claim”) pursuant to an indenture, including without limitation the indenture for the Debtors’ 6.25% pre-petition unsecured notes, or credit agreement, as applicable (collectively, the “Debt Instruments”); *provided*, that the relevant authorized indenture trustee or administrative agent under the applicable Debt Instrument shall file a single master Proof of Claim on or before the General Bar Date in the Lead Case (as defined below), which shall be deemed to constitute the filing of such proof of claim or proofs of claim in the cases of all Debtors that are obligors under that Debt Instrument. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors with respect to the number, allowance, amount, or priority of the Debt Claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Debt Claims;²
- n. any Person or Entity that holds an interest of Revlon, Inc. solely with respect to such holder’s ownership interest in or possession of such interest, which shall include common stock, warrants, and rights or options to purchase, sell or subscribe to common stock; *provided, however*, that any such holders that wish to assert a Claim against any of the Debtors based on transactions with respect to the interests of Revlon, Inc., including, but not limited to, Claims for damages or rescission based on the purchase or sale of such interests must file a Proof of Claim on or prior to the General Bar Date.

Please take notice that any Claimant exempted from filing a Proof of Claim pursuant to the preceding paragraph must still properly and timely file a Proof of Claim for any other Claim that does not fall within the exemptions provided by the preceding paragraph.

ii. Certain Claim Accommodations

Holders of certain Claims should be aware of certain accommodations that will be provided for those Claims.

- a. Solely as an accommodation to the Pension Benefit Guaranty Corporation (“PBGC”), each proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Revlon Employees’ Retirement Plan and/or The Revlon-UAW Pension Plan (collectively, the “Pension Plans”) under the

² To the extent that this subparagraph m conflicts with paragraph 36 of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* (the “DIP Order”) [Docket No. 330], paragraph 36 of the DIP Order shall control.

joint administration case number for these Chapter 11 cases (Case No. 22-10760 (DSJ)) shall, at the time of its filing, be deemed to constitute the filing of such proof of claim or proofs of claim in all of the cases jointly administered under *In re Revlon, Inc., et al.*, Case No. 22-10760 (DSJ) (the “Lead Case”). Consequently, each claim PBGC files under Case No. 22-10760 (DSJ) shall represent a separate claim asserted against each of the fifty-one Debtors. Further, any amendments that PBGC may make with respect to any timely-filed proof of claim or proofs of claim filed by PBGC on its own behalf or on behalf of the Pension Plans in the jointly administered Chapter 11 case, Case No. 22-10760 (DSJ), shall be deemed to constitute the filing of an amended proof of claim or proofs of claim in all of the cases jointly administered under the Lead Case. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, PBGC, or any other party in interest with respect to the number, allowance, amount, or priority of the PBGC’s claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to PBGC’s claims;

- b. Notwithstanding anything to the contrary in this Bar Date Order, any provision of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, any order of this Court, any Proof of Claim Form or any Bar Date Notice, and solely for the ease of administration, (a) ACE American Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “ACE Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the ACE Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “ACE Proof of Claim”) in the Lead Case, which shall be deemed filed by each of the ACE Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the ACE Proof of Claim; (b) Federal Insurance Company, on its own behalf and on behalf of all of its U.S.-based affiliates and successors (collectively, the “Chubb Companies,” and collectively with the ACE Companies, the “Insurance Companies”), may file a single consolidated Proof of Claim based on the insurance policies issued by any of the Chubb Companies to (or providing coverage to) the Debtors (or their predecessors) and any agreements related thereto (the “Chubb Proof of Claim,” and collectively with the ACE Proof of Claim, the “Consolidated Claims”) in the Lead Case, which shall be deemed filed by each of the Chubb Companies not only in the Lead Case, but also in the chapter 11 case of each of the Debtors specified in the Chubb Proof of Claim; and (c) as the documents supporting the Consolidated Claims are voluminous and contain confidential information, the documents supporting the Consolidated Claims will not need to be filed with the Consolidated Claims, *provided* that the supporting documents shall be provided to the Debtors upon the Debtors’ request in connection with the claims administration process. Nothing contained in this paragraph shall be construed as a waiver or

modification of any rights, claims or defenses, including, without limitation, the right of the Insurance Companies to (a) assert joint and several liability against some or all of the Debtors, (b) modify the Debtor(s) against which the Consolidated Claims are asserted, or (c) amend the amount or nature of the Consolidated Claims; provided, however, that the Consolidated Claims shall not be disallowed, reduced or expunged solely on the basis that the Consolidated Claims are filed (i) only in the Lead Case and only against Revlon, Inc. (instead of in the bankruptcy cases of any of the other Debtors), and/or (ii) only by either ACE American Insurance Company or Federal Insurance Company (instead of by each of the ACE Companies and the Chubb Companies). For the avoidance of doubt, nothing in this paragraph prevents or prohibits any of the ACE Companies or any of the Chubb Companies from filing proofs of claim other than the Consolidated Claims including, but not limited to, any proofs of claim relating to or arising from coverage or any other disputes and/or claims under insurance policies and related agreements. This accommodation is intended solely for administrative convenience and shall not affect the substantive rights of the Debtors, the Insurance Companies, or any other party in interest with respect to the number, allowance, amount, or priority of the Insurance Companies' claims or with respect to any objection, defense, offset, counterclaim, acceptance or rejection related to the Insurance Companies' claims; and

- c. Any Claimant that asserts a personal injury claim arising from a disease allegedly caused by the exposure to cosmetic talc allegedly contained in the Debtors' products (such Claimant, a "Talc PI Claimant", and such a claim a, "Talc PI Claim") may file a Proof of Claim after the General Bar Date without obtaining relief from the Court to file such Proof of Claim after the General Bar Date *provided* that such disease was diagnosed by a licensed medical doctor for the first time after the Petition Date. Any such Talc PI Claim filed after the General Bar Date but prior to the confirmation date of a bankruptcy plan, without leave of the Court, shall be deemed timely filed as an unsecured, unliquidated claim (subject to further allowance of such claim by a court of competent jurisdiction), *provided* that any Talc PI Claim that is filed after the date that votes are initially solicited on a plan shall not be entitled to vote on such plan. This Order is without prejudice to the right of a Talc PI Claimant to seek relief from the Court authorizing such Talc PI Claimant to assert a liquidated and/or priority claim against the Debtors after the General Bar Date. The provision of this paragraph governs only the timing of filing of Talc PI Claims, it being understood that all parties reserve all rights to dispute or challenge any filed Talc PI Claims on any basis, and shall not create a presumption that any Claimant received actual or constructive notice of the General Bar Date or of the commencement of the Debtors' Chapter 11 Cases.

iii. Claims Arising from Rejected Executory Contracts or Unexpired Leases

Any Person or Entity that holds a Claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (a) the General Bar Date or Governmental Bar Date, as applicable, or (b) 5:00 p.m., prevailing Eastern Time, on the date the Court may fix in the applicable order authorizing such rejection and, if no such date is provided, the date that is 30 days from the date of entry of such order (the “Rejection Damages Bar Date”). The Debtors will provide notice of the Rejection Damages Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

iv. Amendment to the Schedules

If the Debtors amend their Schedules, then the Bar Date for those creditors affected by any such amendment shall be the later of (a) the General Bar Date or Governmental Bar Date, as applicable, or (b) 5:00 p.m., prevailing Eastern Time, on the date that is 21 days from the date that the Debtors provide written notice to the affected creditor that the Schedules have been amended (the “Amended Schedules Bar Date” and, together with the General Bar Date, Governmental Bar Date, and Rejection Bar Damages Date, the “Bar Dates,” and each a “Bar Date”).

B. WHEN AND WHERE TO FILE PROOFS OF CLAIM

All Claimants must submit (by U.S. First Class Mail, overnight courier, or other hand-delivery system) an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Kroll Bankruptcy Solutions, LLC (“Kroll”), the Debtors’ claims and notice agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date to one of the following addresses, as applicable:

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

(collectively, the “Revlon Claims Processing Center”).

Alternatively, Claimants may submit a Proof of Claim electronically through the electronic Claims filing system available at <https://cases.ra.kroll.com/Revlon>. Proofs of Claim will be deemed timely filed only if actually received by Kroll on or before the applicable Bar Date. Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission. Any facsimile, telecopy, or electronic mail submissions will not be accepted and will not be deemed filed until a Proof of Claim is submitted to Kroll by overnight mail, courier service, hand delivery, regular mail, in person or through the electronic filing system described above. Claimants wishing to receive acknowledgment that their original, written Proofs of Claim were received by Kroll must submit (i) a copy of the Proof of Claim and (ii) a self-addressed, stamped envelope (in addition to the original Proof of Claim sent to Kroll).

C. CONTENTS OF A PROOF OF CLAIM

As noted above, the Debtors are enclosing a Proof of Claim Form for use in these Chapter 11 Cases, or you may use another Proof of Claim form that substantially conforms to Official Bankruptcy Form No. B410. The Proof of Claim Form is available free of charge on Kroll's website at <https://cases.ra.kroll.com/Revlon/EPOC-Index>.

If your Claim is listed in the Debtors' Schedules, the Proof of Claim Form sent to you will indicate how the Debtors have scheduled your Claim in the Schedules, including (a) the identity of the Debtor against which your Claim is scheduled; (b) the amount of the scheduled Claim, if any; (c) whether the Claim is listed as disputed, contingent, or unliquidated; and (d) whether the Claim is listed as a secured, unsecured priority, or unsecured non-priority Claim. You will receive a different Proof of Claim form for each Claim scheduled in your name by the Debtors. For holders of potential Claims that are listed in the Schedules of more than one of the Debtors, such creditor will receive a separate Proof of Claim Form for each such Debtor.

To be valid, a Proof of Claim MUST: (a) be signed by the Claimant (or, if the Claimant is not an individual, by an authorized agent of the Claimant), which may be satisfied by electronic signature through the electronic claims filing system described above; (b) be written in the English language; (c) be denominated in lawful currency of the United States; (d) conform substantially to the Proof of Claim Form or Official Form B410; (e) specify the Debtor against which the Proof of Claim is filed as well as the bankruptcy case number corresponding to such Debtor; (f) set forth with specificity the legal and factual basis for the alleged Claim; and (g) include supporting documentation or an explanation as to why such documentation is not available. You should redact any sensitive information from your supporting documentation prior to filing your Proof of Claim.

Subject to specific exceptions in the Bar Date Order, all Claimants asserting Claims against more than one Debtor must file a separate Proof of Claim for each such Debtor and identify on each Proof of Claim the particular Debtor against which their Claim is asserted. If more than one Debtor is listed on a Proof of Claim, then the Debtors shall treat such Claim as filed only against the first listed Debtor. Any Proof of Claim filed in the Lead Case or without otherwise identifying a Debtor shall be deemed as filed only against Revlon, Inc. Notwithstanding the foregoing, the failure of any entity to file its Proof of Claim against the correct Debtor shall not constitute cause to expunge the Proof of Claim. Rather, the Debtors may seek to reclassify the Proof of Claim so that the Claim is asserted against the proper Debtor on notice to the affected Claimant.

If you are filing a Claim under section 503(b)(9) of the Bankruptcy Code, you must indicate in Box 13 of the Proof of Claim Form the amount of the Claim that arises under section 503(b)(9) of the Bankruptcy Code. For each Claim under section 503(b)(9) of the Bankruptcy Code, you must attach all documents supporting such Claim to the Proof of Claim Form and include a statement setting forth with specificity: (a) the value of the goods the Claimant contends the Debtors received within the 20 days before the Petition Date; (b) documentation, including invoices, receipts, purchase orders, bills of lading, and the like, identifying the particular goods for which the Claim is being asserted; (c) to the extent the Claimant has knowledge, documentation regarding which Debtor the goods were shipped to, the date the goods were received by such Debtor, and the alleged value of such goods; and (d) a statement indicating (i) whether the value of such goods listed in the Proof of Claim Form represents a combination of services and goods, (ii) the percentage of value related to services and related to goods, and (iii) whether the Claimant has been paid on account of any other Claim against any Debtor regarding the goods underlying its Proof of Claim Form.

D. CONSEQUENCES FOR FAILURE TO FILE A PROOF OF CLAIM

Any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular Claim, but that fails to do so properly by the applicable Bar Date, shall be forever barred, estopped, and enjoined from: (a) asserting such Claim against the Debtors and their estates (or filing a Proof of Claim with respect thereto), and the Debtors and their properties and chapter 11 estates shall be forever discharged from any and all indebtedness or liability with respect to such Claim and (b) voting upon, or receiving distributions under, any chapter 11 plan in these Chapter 11 Cases or otherwise in respect of or on account of such Claim, and such person or entity shall not be treated as a creditor with respect to such Claim for any purpose in these Chapter 11 Cases.

E. CONTINGENT CLAIMS

Acts or omissions of or by the Debtors that occurred, or that are deemed to have occurred, prior to the Petition Date, including, without limitation, acts or omissions related to any indemnity agreement, guarantee, services provided to or rendered by the Debtors, or goods provided to or by the Debtors, may give rise to Claims against the Debtors and their estates notwithstanding the fact that such Claims (or any injuries on which they may be based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds a Claim or potential Claim against the Debtors and their estates, no matter how remote, contingent, or unliquidated, **MUST** file a Proof of Claim on or before the applicable Bar Date.

F. THE SCHEDULES

You may be listed as the holder of a Claim in the Schedules. The Schedules are available free of charge on Kroll's website: <https://cases.ra.kroll.com/Revlon>. If you rely on the Schedules, it is your responsibility to determine that your Claim is accurately listed in the Schedules. As described above, if (a) you agree with the nature, amount, and status of your Claim as listed in the Schedules and (b) your Claim is NOT described as "disputed," "contingent," or "unliquidated," then you are not required to file a Proof of Claim in these Chapter 11 Cases with respect to such Claim.

Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Bar Date Notice and the Bar Date Order.

G. RESERVATION OF RIGHTS

Nothing contained in this Bar Date Notice or the Bar Date Order is intended or should be construed as a waiver of any of the Debtors' rights, including without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled Claim as disputed, contingent or unliquidated; or (c) otherwise amend or supplement the Schedules. In addition, nothing contained herein is intended or should be construed as an admission of the validity of any Claim or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. All such rights and remedies are reserved.

H. ADDITIONAL INFORMATION

The Proof of Claim Form, the Bar Date Order, and all other pleadings filed in the Chapter 11 Cases are available free of charge on Kroll's website at <https://cases.ra.kroll.com/Revlon>. If you have questions concerning the filing or processing of Claims, you may contact the Debtors' Claims Agent, Kroll, (i) by emailing RevlonInfo@ra.kroll.com, or (ii) by phone at (855)-631-5341 within the United States or Canada or, outside of the United States or Canada, by calling 1-(646)-795-6968.

EXHIBIT 3

PUBLICATION NOTICE

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

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

**NOTICE OF DEADLINE FOR FILING OF PROOFS OF CLAIM,
INCLUDING CLAIMS ASSERTED UNDER SECTION 503(b)(9)
OF THE BANKRUPTCY CODE**

On June 15 2022 (the “Petition Date”), Revlon, Inc. and its affiliated debtors and debtors-in-possession (each a “Debtor” and, collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the U.S. Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). The last four digits of Revlon, Inc.’s tax identification number are 2955. Due to the large number of Debtors in these Chapter 11 cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein.

On [____], 2022, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order [Docket No. ____] (the “Bar Date Order”) establishing certain deadlines for the filing of proofs of claim in the chapter 11 cases. Pursuant to the Bar Date Order, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, and trust) that holds or seeks to assert a claim (as defined in section 101(5) of the Bankruptcy Code) that arose, or is deemed to have arisen, prior to the Petition Date (including, without limitation, claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code), no matter how remote or contingent such right to payment or equitable remedy may be (including claims for potential unmatured injuries), with certain limited exceptions as set forth in the Bar Date Order, **MUST FILE A PROOF OF CLAIM** on or before 5:00 p.m., prevailing Eastern Time, on October 24, 2022 (the “General Bar Date”) by (a) sending an original proof of claim form (by U.S. First Class Mail, overnight courier, or other hand-delivery system) that substantially conforms to the proof of claim form attached to the Bar Date Order so as to be actually received by Kroll Restructuring Administration, LLC (“Kroll”), the Debtors’ claims and notice agent, by no later than 5:00 p.m., prevailing Eastern Time, on or before the applicable Bar Date (as defined below), to one of the following addresses, as applicable:

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

If by U.S. First Class Mail:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
Grand Central Station, PO Box 4850
New York, NY 10163-4850

-or -

If by overnight courier or other hand-delivery system:

Revlon, Inc. - Claims Processing Center
c/o Kroll Restructuring Administration
850 3rd Avenue, Suite 412
Brooklyn, NY 11232

or (b) by completing the online proof of claim form available at <https://cases.ra.kroll.com/Revlon>, so that it is actually received on or before the General Bar Date; *provided*, that, solely with respect to governmental units (as defined in section 101(27) of the Bankruptcy Code), the deadline for such governmental units to file a proof of claim is December 12, 2022, at 5:00 p.m., prevailing Eastern Time, (the “Governmental Bar Date” and, together with the General Bar Date and all other deadlines for filing proofs of claim set forth in the Bar Date Order, the “Bar Dates,” and each a “Bar Date”). Proofs of claim must be sent by overnight mail, courier service, hand delivery, regular mail, in person, or completed electronically through Kroll’s website. Proofs of claim sent by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, SHALL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM: (A) ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR ESTATES (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO), AND THE DEBTORS AND THEIR CHAPTER 11 PROPERTIES AND ESTATES SHALL BE FOREVER DISCHARGED FROM ANY AND ALL INDEBTEDNESS OR LIABILITY WITH RESPECT TO SUCH CLAIM; AND (B) VOTING UPON, OR RECEIVING DISTRIBUTIONS UNDER, ANY CHAPTER 11 PLAN IN THESE CHAPTER 11 CASES OR OTHERWISE IN RESPECT OF OR ON ACCOUNT OF SUCH CLAIM, AND SUCH PERSON OR ENTITY SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR ANY PURPOSE IN THESE CHAPTER 11 CASES.

A copy of the Bar Date Order and the Court-approved proof of claim form may be obtained by contacting the Debtors’ claims and noticing agent, in writing, at the addresses above or online at <https://cases.ra.kroll.com/Revlon>. The Bar Date Order can also be viewed on the Court’s website at <http://www.nysb.uscourts.gov>. If you have questions concerning the filing or processing of claims, you may contact the Kroll by (i) by emailing RevlonInfo@ra.kroll.com, or (ii) by phone at

(855)-631-5341 within the United States or Canada or, outside of the United States or Canada, by calling 1-(646)-795-6968.

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

THIRD 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

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

THE HONOURABLE) WEDNESDAY, THE 21ST
)
JUSTICE CONWAY) DAY OF SEPTEMBER, 2022

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

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

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

Applicant

**RECOGNITION ORDER
(Claims Bar Date Order and Related Relief)**

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

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

ON READING the Notice of Motion, the Affidavit of Robert M. Caruso affirmed September 16, 2022, and the second report of KSV Restructuring Inc., in its capacity as information officer (the “**Information Officer**”), dated September ___, 2022, filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel to the Information Officer, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Marleigh Dick affirmed September ___, 2022.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Supplemental Order (Foreign Main Proceeding) made in the within proceedings dated June 20, 2022 (the “**Supplemental Order**”).

RECOGNITION OF CLAIMS BAR DATE ORDER

3. **THIS COURT ORDERS** that the following order 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:

- (a) *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* (the “**Claims Bar Date Order**”);

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

4. **THIS COURT ORDERS** that, solely as an accommodation to the administrator of the Chapter 11 Debtors’ Canadian registered pension plan (the “**Canadian Pension Plan**”) and solely with respect to any claim based on the Chapter 11 Debtors’ obligation to make a payment to the fund of the Canadian Pension Plan (the “**Canadian Pension Plan Claim**”), the Financial Services Regulatory Authority of Ontario (“**FSRA**”) shall be authorized and entitled to file one or more proofs of claim in the process contemplated by the Claims Bar Date Order (the “**Claims Bar Date Process**”), on behalf of the administrator of the Canadian Pension Plan in respect of any Canadian Pension Plan Claim; provided that, FSRA shall not incur any liability or obligation as a result of filing or not filing any such proof of claim, participating in the Claims Bar Date Process or carrying

out the provisions of this Order and the Claims Bar Date Order, and, for certainty, nothing herein shall cause FSRA to be liable for any Canadian Pension Plan Claim or to any beneficiary of the Canadian Pension Plan in connection with the Canadian Pension Plan.

5. **THIS COURT ORDERS** that the Claims Bar Date Process and procedures related thereto are hereby approved and shall be deemed to provide sufficient publication and notice of the Bar Dates (as defined in the Claims Bar Date Order) in Canada.

APPROVAL OF INFORMATION OFFICER'S REPORTS

6. **THIS COURT ORDERS** that the Information Officer's activities, as set out in its First and Second Reports, be and hereby are 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.

GENERAL

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

8. **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.

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days' notice to the Foreign Representative, the Information Officer, and their respective counsel, the Ad Hoc Group of BrandCo Lenders (as defined in the Interim DIP Order) and MidCap Funding IV Trust, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

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

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

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

AND IN THE MATTER OF REVLON, INC. et al

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

Applicant

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

RECOGNITION ORDER
(Claims Bar Date Order and Related Relief)

OSLER, HOSKIN & HARCOURT, LLP

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

Marc Wasserman (LSO# 44066M)

Tel: 416.862.4908

mwasserman@osler.com

Shawn Irving (LSO# 50035U)

Tel: 416.862.4733

sirving@osler.com

Martino Calvaruso (LSO# 57359Q)

Tel: 416.862.6665

mcalvaruso@osler.com

Fax: 416.862.6666

Lawyers for the Applicant

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
(Recognition of Claims Bar Date Order)**

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