# 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** 

SUPPLEMENTAL APPLICATION RECORD (VOLUME I)

June 23, 2022

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TO: ATTACHED SERVICE LIST

# 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.

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**Applicant** 

#### TABLE OF CONTENTS

#### **VOLUME I**

Tab	Description
1	Affidavit of Marleigh Dick, sworn June 23, 2022
	Ex A – Voluntary Petition of Revlon, Inc.

Ex B – Voluntary Petition of Elizabeth Arden (UK) Ltd.
Ex C – Voluntary Petition of OPP Products, Inc.
Ex D – Voluntary Petition of Elizabeth Arden, Inc.
Ex E – Voluntary Petition of SinfulColors Inc.
Ex F – Voluntary Petition of BrandCo Halston 2020 LLC
Ex G – Voluntary Petition of Revlon Government Sales, Inc.
Ex H – Voluntary Petition of Roux Properties Jacksonville, LLC
Ex I – Voluntary Petition of BrandCo CND 2020 LLC
Ex J – Voluntary Petition of Elizabeth Arden (Canada) Limited
Ex K – Voluntary Petition of DF Enterprises, Inc.
Ex L – Voluntary Petition of Riros Group Inc.
Ex M – Voluntary Petition of Elizabeth Arden NM, LLC
Ex N – Voluntary Petition of Revlon International Corporation
Ex O – Voluntary Petition of Beautyge I
Ex P – Voluntary Petition of Revlon (Puerto Rico) Inc.
Ex Q – Voluntary Petition of Elizabeth Arden (Financing), Inc.
Ex R – Voluntary Petition of Roux Laboratories, Inc.

### **VOLUME II**

	Ex S – Voluntary Petition of RML, LLC
	Ex T – Voluntary Petition of BrandCo PS 2020 LLC
]	Ex U – Voluntary Petition of Revlon Professional Holding Company LLC
	Ex V – Voluntary Petition of Almay, Inc.
	Ex W – Voluntary Petition of Realistic Roux Professional Products Inc.
	Ex X – Voluntary Petition of BrandCo Elizabeth Arden 2020 LLC
	Ex Y – Voluntary Petition of Revlon Consumer Products Corporation
	Ex Z – Voluntary Petition of BrandCo Multicultural Group 2020 LLC
	Ex AA – Voluntary Petition of BrandCo Giorgio Beverly Hills 2020 LLC
	Ex BB – Voluntary Petition of BrandCo Mitchum 2020 LLC
	Ex CC – Voluntary Petition of Charles Revson Inc.
	Ex DD – Voluntary Petition of Elizabeth Arden Travel Retail, Inc.
	Ex EE – Voluntary Petition of BrandCo Jean Nate 2020 LLC

Ex FF – Voluntary Petition of RDEN Management, Inc.
Ex GG – Voluntary Petition of FD Management, Inc.
Ex HH – Voluntary Petition of BrandCo Curve 2020 LLC
Ex II – Voluntary Petition of BrandCo White Shoulders 2020 LLC
Ex JJ – Voluntary Petition of Art & Science, Ltd.
Ex KK – Voluntary Petition of Riros Corporation

### VOLUME III

Ex LL – Voluntary Petition of Creative Nail Design, Inc.
Ex MM – Voluntary Petition of Beatyge U.S.A., Inc.
Ex NN – Voluntary Petition of Elizabeth Arden Investments, LLC
Ex OO – Voluntary Petition of BrandCo Almay 2020 LLC
Ex PP – Voluntary Petition of North America Revsale Inc.
Ex QQ – Voluntary Petition of Revlon Development Corp.
Ex RR – Voluntary Petition of Beautyge II, LLC
Ex SS – Voluntary Petition of BrandCo Charlie 2020 LLC
Ex TT – Voluntary Petition of PPI Two Corporation
Ex UU – Voluntary Petition of Beautyge Brands USA, Inc.
Ex VV – Voluntary Petition of Bari Cosmetics, Ltd.
Ex WW – Voluntary Petition of Revlon Canada Inc.
Ex XX – Voluntary Petition of Elizabeth Arden USC, LLC
Ex YY – Voluntary Petition of Cutex, Inc.
Ex ZZ – Foreign Representative Order

# 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

#### **SERVICE LIST**

(as at June 23, 2022)

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## TAB 1

# ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

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

**Applicant** 

#### SUPPLEMENTAL AFFIDAVIT OF MARLEIGH DICK

I, Marleigh Dick, of the City of Toronto, in the Province of Ontario, MAKE OATH AND

SAY:

- 1. I am an associate lawyer with the law firm of Osler, Hoskin & Harcourt LLP, Canadian counsel to Revlon, Inc., in its capacity as foreign representative of itself and 50 other debtors in possession that recently filed voluntary petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code (the "Chapter 11 Debtors"). As such, I have personal knowledge of the matters deposed to in this affidavit, except where indicated otherwise.
- 2. On June 15 and 16, 2022, the Chapter 11 Debtors filed voluntary petitions for relief (the "Petitions") pursuant to Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "US Court").
- 3. On June 20, 2022, I swore an affidavit, attaching uncertified copies of the Petitions (the "First Dick Affidavit"). This affidavit was filed with this Court on that same date. On June 22, 2022, I received certified copies of the Petitions from US counsel to the Chapter 11 Debtors. Certified copies of the Petitions are attached as follows:
  - (a) Voluntary Petition of Revlon, Inc. as Exhibit "A";
  - (b) Voluntary Petition of Elizabeth Arden (UK) Ltd. as Exhibit "B";
  - (c) Voluntary Petition of OPP Products, Inc. as Exhibit "C";
  - (d) Voluntary Petition of Elizabeth Arden, Inc. as Exhibit "D";
  - (e) Voluntary Petition of SinfulColors Inc. as Exhibit "E";
  - (f) Voluntary Petition of BrandCo Halston 2020 LLC as Exhibit "F";
  - (g) Voluntary Petition of Revlon Government Sales, Inc. as Exhibit "G";

(h) Voluntary Petition of Roux Properties Jacksonville, LLC as Exhibit "H"; Voluntary Petition of BrandCo CND 2020 LLC as Exhibit "I"; (i) Voluntary Petition of Elizabeth Arden (Canada) Limited as Exhibit "J"; (j) (k) Voluntary Petition of DF Enterprises, Inc. as Exhibit "K"; (1) Voluntary Petition of Riros Group Inc. as Exhibit "L"; Voluntary Petition of Elizabeth Arden NM, LLC as Exhibit "M"; (m) Voluntary Petition of Revlon International Corporation as Exhibit "N"; (n) (o) Voluntary Petition of Beautyge I as Exhibit "O"; Voluntary Petition of Revlon (Puerto Rico) Inc. as Exhibit "P"; (p) (q) Voluntary Petition of Elizabeth Arden (Financing), Inc. as Exhibit "Q"; Voluntary Petition of Roux Laboratories, Inc. as Exhibit "R"; (r) Voluntary Petition of RML, LLC as Exhibit "S"; (s) Voluntary Petition of BrandCo PS 2020 LLC as Exhibit "T"; (t) (u) Voluntary Petition of Revlon Professional Holding Company LLC as Exhibit "U"; Voluntary Petition of Almay, Inc. as Exhibit "V"; (v) Voluntary Petition of Realistic Roux Professional Products Inc. as Exhibit "W"; (w)

Voluntary Petition of BrandCo Elizabeth Arden 2020 LLC as Exhibit "X";

(x)

- (y) Voluntary Petition of Revlon Consumer Products Corporation as Exhibit "Y";
- (z) Voluntary Petition of BrandCo Multicultural Group 2020 LLC as Exhibit "Z";
- (aa) Voluntary Petition of BrandCo Giorgio Beverly Hills 2020 LLC as Exhibit "AA";
- (bb) Voluntary Petition of BrandCo Mitchum 2020 LLC as Exhibit "BB";
- (cc) Voluntary Petition of Charles Revson Inc. as Exhibit "CC";
- (dd) Voluntary Petition of Elizabeth Arden Travel Retail, Inc. as Exhibit "DD";
- (ee) Voluntary Petition of BrandCo Jean Nate 2020 LLC as Exhibit "EE";
- (ff) Voluntary Petition of RDEN Management, Inc. as Exhibit "FF";
- (gg) Voluntary Petition of FD Management, Inc. as Exhibit "GG";
- (hh) Voluntary Petition of BrandCo Curve 2020 LLC as Exhibit "HH";
- (ii) Voluntary Petition of BrandCo White Shoulders 2020 LLC as Exhibit "II";
- (jj) Voluntary Petition of Art & Science, Ltd. as Exhibit "JJ";
- (kk) Voluntary Petition of Riros Corporation as Exhibit "KK";
- (ll) Voluntary Petition of Creative Nail Design, Inc. as Exhibit "LL";
- (mm) Voluntary Petition of Beautyge U.S.A., Inc. as Exhibit "MM";
- (nn) Voluntary Petition of Elizabeth Arden Investments, LLC as Exhibit "NN";
- (oo) Voluntary Petition of BrandCo Almay 2020 LLC as Exhibit "OO";

- (pp) Voluntary Petition of North America Revsale Inc. as Exhibit "PP";
- (qq) Voluntary Petition of Revlon Development Corp. as Exhibit "QQ";
- (rr) Voluntary Petition of Beautyge II, LLC as Exhibit "RR";
- (ss) Voluntary Petition of BrandCo Charlie 2020 LLC as Exhibit "SS";
- (tt) Voluntary Petition of PPI Two Corporation as Exhibit "TT";
- (uu) Voluntary Petition of Beautyge Brands USA, Inc. as Exhibit "UU";
- (vv) Voluntary Petition of Bari Cosmetics, Ltd. as Exhibit "VV";
- (ww) Voluntary Petition of Revlon Canada Inc. as Exhibit "WW";
- (xx) Voluntary Petition of Elizabeth Arden USC, LLC as Exhibit "XX";
- (yy) Voluntary Petition of Cutex, Inc. as Exhibit "YY".
- 4. The First Dick Affidavit also attached an uncertified copy of the entered Order of the US Court, dated June 17, 2022, authorizing the Applicant to act as foreign representative on behalf of all the Chapter 11 Debtors (the "Foreign Representative Order"). On June 22, 2022, I received a certified copy of the Foreign Representative Order, which is attached hereto as Exhibit "ZZ".

5. I make this supplemental affidavit in support of the within application and for no other improper purpose.

#### **SWORN BEFORE ME** over

videoconference in accordance with the *Administering Oath or Declaration Remotely Regulation*, O. Reg 431/20, on June 23, 2022, while I was located in the City of Toronto, in the Province of Ontario, and the affiant was located in the City of Toronto, in the Province of Ontario.

Commissioner for Taking Affidavits (or as may be)

MARLEIGH DICK

## TAB A

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Fill in this information to	identify the case:		
United States Bankruptcy C			
Southern	District of	New York	
		(State)	☐ Check if this is a
Case number (if known):		Chapter11	amended filing

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Revion, Inc.	and a service and the service					- 11
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							) AMERICAN
3.	Debtor's federal Employer Identification Number (EIN)	13-3662955						
4.	Debtor's address	Principal place of b			Mailing add	dress, if differen s	nt from pr	incipal place
					Number	Street		
		Number Stre	et					
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal asset lace of business	ts, if diffe s	rent from
		New York			-	01		
		County			Number	Street		
					City		State	Zip Code
							20.000.00	220
5.	Debtor's website (URL)	www.revlon.com						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: NIMMU FORTH DEPUTY CLERK



22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pg 2 of 26

De	btor	Revion, inc.			Case Number (# known)
6.	Type	of debtor		ı (includin	g Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			☐ Partnership	(excludir	ng LLP)
			☐ Other. Spec	cify:	
7.	Deeci	ibe debtor's business	A. Check	One:	
٠.	Desci	ibe debtor 3 basiness	☐ Health	Care Bu	siness (as defined in 11 U.S.C. § 101(27A))
			☐ Single	Asset Re	eal Estate (as defined in 11 U.S.C. § 101(51B))
			☐ Railro	ad (as det	fined in 11 U.S.C. § 101(44))
			☐ Stockt	oroker (as	defined in 11 U.S.C. § 101(53A))
			☐ Comm	odity Bro	ker (as defined in 11 U.S.C. § 101(6))
			☐ Cleari	ng Bank (	as defined in 11 U.S.C. § 781(3))
			None     Non	of the abo	ove
			B. Check	all that a	pply:
			☐ Tax-ex	kempt ent	tity (as described in 26 U.S.C. § 501)
			☐ Invest § 80a		npany, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C.
			☐ Invest	ment advi	isor (as defined in 15 U.S.C. § 80b-2(a)(11))
			http://	/www.usc	American Industry Classification System) 4-digit code that best describes debtor. See ourts.gov/four-digit-national-association-naics-codes. Accessories and Other Apparel Manufacturing)
8,	Under	which chapter of the	Check On	re:	
		uptcy Code is the r filing?	☐ Chapt	er 7	
			☐ Chapt	ег 9	
				er 11. <i>Ch</i>	neck all that apply:
					Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
					The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
					The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
					A plan is being filed with this petition.
					Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
				×	The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
					The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
			☐ Chant	er 12	- <del></del>



Statistical	and	administrative	information
Statistical	allu	autillinguarise	IIIIOIIIIalioii

13. Debtor's estimation of available funds Check one:

Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecure

22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pa 4 of 26

	Main Docume	ent Fy 4 01 20					
Debtor <u>Revion, Inc.</u>		Case Number (If known)					
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 図 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000				
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 millio \$10,000,001-\$50 millio \$50,000,001-\$100 mi \$100,000,001-\$500 m	on 🗵 \$1,000,000,001-\$10 billion lion 🗆 \$10,000,000,001-\$50 billion				
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 millio \$10,000,001-\$50 milli \$50,000,001-\$100 mi \$100,000,001-\$500 m	on S1,000,000,001-\$10 billion lion \$10,000,000,001-\$50 billion				
Request for Re	elief, Declaration, and Signatur	res					
WARNING Bankruptcy fraud is \$500,000 or imprison.  17. Declaration and signature of authorized representative of debtor	onment for up to 20 years, or bot  The debtor requests relief petition. I have been authorized to I have examined the inforr	th. 18 U.S.C. §§ 152, 1341, 15 in accordance with the chapter file this petition on behalf of the	of title 11, United States Code, specified in this				
1	correct. eclare under penalty of perjury that the foregoing is true and correct.						
	Executed on 06/15/	/2022 DD / YYYY					
	/s/ Victoria Dolan Signature of authorize Title Chief Finance	ed representative of debtor	Victoria Dolan Printed name				
18. Signature of attorney	/s/ Paul M. Basta, I Signature of attorney Paul M. Basta		Date <u>06/15/2022</u> MM/DD/YYYY				
	Printed Name  PAUL, WEISS, RIFK  Firm name  1285 Avenue of the	IND, WHARTON & GARRISOI	N LLP				
	Number New York	Street	NY 10019 State ZIP Code				
	City (212) 373-3000 Contact phone	(212) 373-3000 pbasta@paulweiss.com					
	2568046	Sti	NY				
	Bar number	Ju	SBANKAD				

<sup>1</sup> The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information	to identify the case:		
United States Bankrupt	cy Court for the:		
	Southern District of New	w York	
	(State)		
Case number (if known).	-	Chapter	11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY				
Revlon, Inc.				
Revlon Consumer Products Corporation				
Almay, Inc.				
Art & Science, Ltd.				
Bari Cosmetics, Ltd.				
Beautyge Brands USA, Inc.				
Beautyge U.S.A., Inc.				
Charles Revson Inc.				
Creative Nail Design, Inc.				
Cutex, Inc.				
DF Enterprises, Inc.				
Elizabeth Arden (Financing), Inc.				
Elizabeth Arden Investments, LLC				
Elizabeth Arden NM, LLC				
Elizabeth Arden Travel Retail, Inc.				
Elizabeth Arden USC, LLC				
Elizabeth Arden, Inc.				
FD Management, Inc.				
North America Revsale Inc.				
OPP Products, Inc.				
RDEN Management, Inc.				
Realistic Roux Professional Products Inc.				
Revlon Development Corp.				
Revlon Government Sales, Inc.				
Revlon International Corporation				
Revlon Professional Holding Company LLC				
Riros Corporation				
Riros Group Inc.				
Roux Laboratories, Inc.				



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revion Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pg 7 of 26

#### Official Form 201A (12/15)

Fill in this information to identify the case and Debtor Name Revion, Inc.	this filing:
United States Bankruptcy Court for the:	Southern District of New York
very the second	(State)
Case number (If known):	New York

		Bankruptcy ur			-Individuals Filir r 11	ig for
1. If any of ober is <u>001-11</u>		es are registered unde	r Sectio	n 12 of the S	Securities Exchange Act o	of 1934, the SEC file
2. The follo	owing financial data is	s the latest available inf	ormatio	n and refers	to the debtor's condition o	n
a. Total as	sets				\$2,328,093,000	
b. Total de	ebts (including debts	listed in 2.c., below)			\$3,689,240,395	
c. Debt se	curities held by more	e than 500 holders				Approximate number of holders:
secured secured secured secured secured	unsecured unsecured unsecured unsecured unsecured unsecured	<ul><li>Subordinated</li><li>Subordinated</li><li>Subordinated</li><li>Subordinated</li><li>Subordinated</li></ul>		BB	or Notes due 2024	
	r of shares of preferr of shares common					54,254,019 <sup>2</sup>
Comments	s, if any:					
4. List the securities	cluding Revion and f	Elizabeth Arden, spann	ing mul	iple beauty	r in the beauty industry w segments. or holds, with power to vot	

The number of shares of common stock reflected herein is based upon the debtor's latest publicly filed quarterly report as of March 3' 2022.



<sup>1</sup> Revion, Inc. does not and cannot know the precise number of beneficial holders of any debt securities that it or its subsidiaries have issued.

22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pg 8 of 26

#### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:		)	Chapter 11	
Revion, Inc.		) }	Case No. 22	()
		)		
	Debtor.	)		
		)		

### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Holder	Percentage of Equity Held
MacAndrews & Forbes Incorporated	35 East 62nd Street New York, New York 10065	84.8%²

This list reflects holders of five percent or more of Revlon, Inc.'s (the "Company") Class A common stock ("Common Stock") as of April 25, 2022 and serves as the disclosure required to be made by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. MacAndrew & Forbes Incorporated and certain its affiliates (collectively, "M&F") is the only greater than five percent holder of the Company's Common Stock. The Company is providing M&F's ownership information based on a Schedule 13D/A filed by M&F with the U.S. Securities and Exchange Commission (the "SEC") on April 25, 2022 (the "Schedule 13D/A"). The Company is unable to provide further information other than what is currently publicly disclosed in the Company's filings with the SEC. Thus, by separate motion filed contemporaneously herewith, the Debtors are requesting a waiver of the requirement under Rule 1007 to file a list of all of its equity security holders.

Of the 46,223,321 shares of Common Stock reported in M&F's Schedule 13D/A, (i) 32,974,912 (or 71.3%) shares of Common Stock are owned by M&F or its wholly owned subsidiaries, (ii) 4,546,352 (or 9.8%) shares of Common Stock are owned by Perelman Trust Company, LLC (of which M&F holds 90% of the capital and 100% of the voting interests therein), (iii) 5,206,933 (or 11.3%) shares of Common Stock are owned by RCH Holdings Five Inc. and (iv) 3,495,124 (or 7.6%) shares of Common Stock are owned by 38 East Holdings LLC. M&F's wholly-owned subsidiaries include the following: SGMS Acquisition Corp., SGMS Acquisition Two LLC, MAFCO Four LLC, MFV Holdings One LLC, DBX Holdings One LLC, NDX Holdings One LLC, MacAndrews & Forbes Group, LLC and MacAndrews & Forbes, LLC.

22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pg 9 of 26

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re: Revion, Inc.		) ) )	Chapter 11 Case No. 22	.()
	Debtor.	)		

#### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
MACANDREWS & FORBES INCORPORATED	84.8%1

MacAndrew & Forbes Incorporated and certain its affiliates (collectively, "M&F") is the only greater than 10% percent holder of the Company's Common Stock. The Company is providing M&F's ownership information based on a Schedule 13D/A filed by M&F with the Securities and Exchange Commission on April 25, 2022 (the "Schedule 13D/A"). Of the 46,223,321 shares of Common Stock reported in M&F's Schedule 13D/A, (i) 32,974,912 (or 71.3%) shares of Common Stock are owned by M&F or its wholly owned subsidiaries, (ii) 4,546,352 (or 9.8%) shares of Common Stock are owned by Perelman Trust Company, LLC (of which M&F holds 90% of the capital and 100% of the voting interests therein), (iii) 5,206,933 (or 11.3%) shares of Common Stock are owned by RCH Holdings Five Inc. and (iv) 3,495,124 (or 7.6%) shares of Common Stock are owned by 38 East Holdings LLC. M&F's wholly-owned subsidiaries include the following: SGMS Acquisition Corp., SGMS Acquisition Two LLC, MAFCO Four LLC, MFV Holdings One LLC, DBX Holdings One LLC, NDX Holdings One LLC, MacAndrews & Forbes Group, LLC and MacAndrews & Forbes, LLC.

Fill in this information to identify the case:	
Debtor name: Revion Inc., et al.	
United States Bankruptcy Court for the: Southern District of New York	
Case number (If known):	Check if this is an amendo
	filing

#### Official Form 204

### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the

Name of creditor and complete mailing address, including zip code	bank loans professional ser		ple, trade debts, bank loans, unliquidated, or essional services, disputed		Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
		and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MM 55107-2292 United States	Rick Prokosch EMAIL - rick prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	5,25% Senior Notes due 2024				\$ 442,531,771	
United States Hawkins Parnell & Young LLP 303 Peachtree St. NE 2 Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 872-566-1529	Trade Payable				\$ 4,379,093	
United States Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309	
United States Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358	
NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Oeerfield, it. 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX: 847-317-0083	Trade Payable				\$ 2,962,089	
International Flavors & Fragrances 6 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814	
Tinuiti, Inc 1215, 13Th Street 7 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach, morrison@tinulti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449	
Englewood Lab, Inc 8 Campus Road Totowa, NI 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795	
Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711	
Cass Information Systems Inc 12444 Powerscourt Drive, 550 St. Cubis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122	
Flywheel Digital LLC Ascential Inc 11 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Plulmer Chief Executive Officer EMAIL - pluimeri@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047	
Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440	
Ancorotti Cosmetics 13 Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242	
VPI Holding Company LLC  Tholice 1L Hala F  Strykow, 95-010  Poland	Jamie Egasti Executive Chairman EMAIL - Jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable		,		\$ 1,607,336	
Array Canada Inc Array Canada Inc 15 Toronto, ON M1P 2Y6 Canada	Jeffrey X. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE STATE OF	

	Name of creditor and complete mailing address, including zip code			Indicate if claim is contingent, unliquidated, or disputed	If claim is partially se	secured, fill in only un	amount and deduction
100			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Cantact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact Information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact Information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact Information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact Information on file	Non-Qualified Pension	Unliquidated		,	Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly, patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Uability	Contingent, Unilquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unilquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Sulte 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Conlingent, Unliquidated			Undetermined



22-10760-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:41:34 Main Document Pg 13 of 26

Fill in this information to identify the case a	nd this filing:
Debtor Name Revion, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
	(State)
Case number (If known):	New York

#### Official Form 202

### Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

#### Declaration and signature

I am the president,	another officer,	or an authorized	agent of the	corporation;	a member or a	an authorized	agent of the	partnership; or	•
another individual:	servino as a rep	resentative of the	debtor in thi	s case.					

	another individual serving as a representative of the debtor in this case.							
	I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:							
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)							
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)							
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)							
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)							
	Schedule H: Codebtors (Official Form 206H)							
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)							
	Amended Schedule							
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)							
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders, Corporate Ownership Statement							
dec	lare under penalty of perjury that the foregoing is true and correct.							
Exe	cuted on  06/15/2022  S/ Victoria Dolan							
	MM/ DD/YYYY Signature of individual signing on behalf of debtor							
	Victoria Dofan							
	Printed name Chief Financial Officer							

Position or relationship to debtor



**Omnibus Resolutions** of the **Revion Group Companies** and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



capacity as the sole shareholder of Beautyge I;

WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its

capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals.

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "<u>Authorized Person</u>"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "CCAA Recognition Proceedings") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revion International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB B

THIS IS **EXHIBIT "B"** REFERRED TO IN

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Liebed Otatos Books at a	and Francisco	
United States Bankruptcy C	ourt for the:	
Southern	District of	New York
	7	(State)
Case number (if known):		Chapter 11

 Check if this is an amended filing

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name		Elizabeth Arden (UK) Ltd.				
2. All other names in the last 8 yea	THE PROPERTY OF THE PARTY OF TH					
Include any assu trade names, and business as nam	d doing					
3. Debtor's federa Identification No		98-0342936				
4. Debtor's address	Principal place of business	Mailing ac	ddress, if differe	ent from p	rincipal place	
		Greater London House, Hampstead Road	One New	One New York Plaza		
		Number Street	Number	Street		
		London NW1 7QX				
		Edition IVII 74X	P.O. Box			
		United Kingdom	New York		NY	10004
		City State Zip Coc			State	Zip Code
				of principal asso place of busines		erent from
		County	Number	Street		
			City		State	Zip Code
5. Debtor's websit	e (URL)	www.revlon.com and www.elizabetharden.com				

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM,

CLERK,US BANKRUPTCY COURT,SDNY

BY: AUNU PAR DEPUTY CLERK



22-10793-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:35:59 Main Document Pg 2 of 25

De	ebtor <u>Elizabeth Arden (UK) I</u> Name	td. Case Number (if known)
6.	Type of debtor	<ul> <li>☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))</li> <li>☐ Partnership (excluding LLP)</li> <li>☐ Other. Specify:</li> </ul>
7. Describe debtor's business		A. Check One:  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  Railroad (as defined in 11 U.S.C. § 101(44))  Stockbroker (as defined in 11 U.S.C. § 101(53A))  Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))  ☑ None of the above  ———————————————————————————————————
		<ul> <li>☐ Tax-exempt entity (as described in 26 U.S.C. § 501)</li> <li>☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</li> <li>☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))</li> </ul>
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> . 3159 (Apparel Accessories and Other Apparel Manufacturing)
8.	Under which chapter of the Bankruptcy Code is the debtor filing?	Check One:  ☐ Chapter 7  ☐ Chapter 9  ☑ Chapter 11. Check all that apply:
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> <li>The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these</li> </ul>
		documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).  The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
		☐ A plan is being filed with this petition. ☐ Acceptances of the plan were solicited prepetition from one or more classes of
		creditors, in accordance with 11 U.S.C. § 1126(b).  The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

22-10793-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:35:59 Pg 3 of 25

De		<u>lizabeth Arden (UK) L</u> <sub>ame</sub>	td.			Case Nu	ımber <i>(if i</i>	(nown)	Paramonto World	***************************************
9.	filed by o within the	or bankruptcy cases r against the debtor e last 8 years? an 2 cases, attach a ist.		No Yes.	District District		When	MM/DD/YYYY	Case number	
10.	pending business affiliate o	eankruptcy cases or being filed by a partner or an f the debtor? ses, if more than 1,		No Yes.	Debtor District	See Rider 1 Southern District	of New Y	ork	Relationship	Affiliate 06/15/2022
		eparate list.			Case num	ber, if known			7711511	MM / DD / YYYY
11.	Why is th	e case filed in <i>this</i>	Chi □ ⊠	Debto imme distric	diately prec t.	s domicile, principal eding the date of this e concerning debtor	petition c	r for a longer part	of such 180 day	
12.	possessi property	debtor own or have on of any real or personal property s immediate ?		<b>v</b>	Why does t  It poses safety.  What is  It needs  It include attentic assets  Other	w for each property the property need in sor is alleged to pose the hazard?  Is the hazard?  Is to be physically seed the sperishable goods on (for example, lives or other options).	e a threat cured or pr s or assets tock, seas	attention? (Check of imminent and id contected from the v that could quickly conal goods, meat,	k all that apply.) Tentifiable hazard veather.	ose value without
							Numbe City	r Street	State	Zip Code
				C	□ No □ Yes. In	erty insured? surance agency _ ontact name _ none				
		Statistical and	admi	nistrati	ve informa	ition			PEAN E PARTIE E MARTIE PER APARTICAN CHICARONICA PROPERTICANI AND ESTIMATE	
13.	Debtor's available	estimation of funds	⊠ F			ole for distribution to tive expenses are pa			for distribution t	o unsecure proping

22-10793-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:35:59 Main Document Pg 4 of 25

Debtor <u>Elizabeth Arden (UK)</u>	Ltd.	Case Numbe	「 (if known)	
Name				
14. Estimated number of	□ <b>1-4</b> 9	□ 1,000-5,000	)	□ 25,001-50,000
creditors <sup>1</sup>	□ 50-99	□ 5,001-10,00		□ 50,001-100,000
	□ 100-199	⊠ 10,001-25,0	000	☐ More than 100,000
	□ 200-999			
15. Estimated assets	□ \$0-\$50,000	□ \$1,000,001-	\$10 million	□ \$500,000,001-\$1 billion
	□ \$50,001 <i>-</i> \$100,000		1-\$50 million	⊠ \$1,000,000,001-\$10 billion
	□ \$100,001-\$500,000		1-\$100 million	□ \$10,000,000,001-\$50 billion
	□ \$500,001-\$1 million	□ \$100,000,00	01-\$500 million	☐ More than \$50 billion
16. Estimated liabilities	\$0-\$50,000	□ \$1,000,001-	\$10 million	□ \$500,000,001-\$1 billion
	□ \$50,001-\$100,000		1-\$50 million	
	□ \$100,001-\$500,000		1-\$100 million	□ \$10,000,000,001-\$50 billion
	□ \$500,001-\$1 million	\$100,000,00	01-\$500 million	☐ More than \$50 billion
Request for Re	lief, Declaration, and Signatu	res		
WARNING Bankruptcy fraud is \$500,000 or impriso  17. Declaration and signature of authorized representative of debtor	petition.	th. 18 U.S.C. §§ 152,	1341, 1519, and 357 e chapter of title 11, U	v case can result in fines up to  1.  United States Code, specified in this
	I have been authorized to	file this petition on be	half of the debtor.	
	I have examined the inform	mation in this petition	and have a reasonabl	e belief that the information is true and
	correct.			
1	declare under penalty of perjury	that the foregoing is	true and correct.	
	Executed on06/15/2			
	MM/ L	DD / YYYY		
	🗴 /s/ Victoria Dolan		Victo	oria Dolan
	Signature of authoriz	ed representative of d	ebtor Printe	ed name
	Title Chief Financ	ial Officer		
18. Signature of attorney	x /s/ Paul M. Basta, I	Fsa.	Date	06/15/2022
	Signature of attorney		The state of the s	MM/DD/YYYY
	Paul M. Basta Printed Name	And Mark A		
	PAUL, WEISS, RIFK	IND. WHARTON & G	ARRISONIIP	
	Firm name			
	1285 Avenue of the Number	Americas Street		
	New York			NY 10019
	City		-	State ZIP Code
	(212) 373-3000			pbasta@paulweiss.com
	Contact phone			Email address
	2568046 Bar number		NY State	ANI
	Dai Hullinel		State	ES BANKACA

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to	identify the case:		
United States Bankruptcy	Court for the:		
Sou	thern District of New Y	ork	
·	(State)		
Case number (if known);		Chapter	11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY			
Revlon, Inc.			
Revlon Consumer Products Corporation			
Almay, Inc.			
Art & Science, Ltd.			
Bari Cosmetics, Ltd.			
Beautyge Brands USA, Inc.			
Beautyge U.S.A., Inc.			
Charles Revson Inc.			
Creative Nail Design, Inc.			
Cutex, Inc.			
DF Enterprises, Inc.			
Elizabeth Arden (Financing), Inc.			
Elizabeth Arden Investments, LLC			
Elizabeth Arden NM, LLC			
Elizabeth Arden Travel Retail, Inc.			
Elizabeth Arden USC, LLC			
Elizabeth Arden, Inc.			
FD Management, Inc.			
North America Revsale Inc.			
OPP Products, Inc.			
RDEN Management, Inc.			
Realistic Roux Professional Products Inc.			
Revlon Development Corp.			
Revlon Government Sales, Inc.			
Revlon International Corporation			
Revlon Professional Holding Company LLC			
Riros Corporation			
Riros Group Inc.			
Roux Laboratories, Inc.			



COMPANY		
Roux Properties Jacksonville, LLC		
SinfulColors Inc.		
RML, LLC		
PPI Two Corporation		
Revlon (Puerto Rico) Inc.		
Elizabeth Arden (UK) Ltd.		
Elizabeth Arden (Canada) Limited		
Revlon Canada Inc.		
Beautyge I		
Beautyge II, LLC		
BrandCo Almay 2020 LLC		
BrandCo Charlie 2020 LLC		
BrandCo CND 2020 LLC		
BrandCo Curve 2020 LLC		
BrandCo Elizabeth Arden 2020 LLC		
BrandCo Giorgio Beverly Hills 2020 LLC		
BrandCo Halston 2020 LLC		
BrandCo Jean Nate 2020 LLC		
BrandCo Mitchum 2020 LLC		
BrandCo Multicultural Group 2020 LLC		
BrandCo PS 2020 LLC		
BrandCo White Shoulders 2020 LLC		



22-10793-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:35:59 Main Document Pg 7 of 25

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11	
Elizabeth Arden (UK) Ltd.	)	Case No. 22	()
Debtor.	) )		

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden (Netherlands) Holdings B.V.	c/o Unworth & Associates Herengracht 540, 1017 CG Amsterdam, The Netherlands	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) ) Chapter 11
Elizabeth Arden (UK) Ltd.	) Case No. 22(((
Debtor.	) ) )

#### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%
ELIZABETH ARDEN INTERNATIONAL	100%
HOLDING, INC.	
ELIZABETH ARDEN (SWITZERLAND)	100%
HOLDING S.A.R.L.	
ELIZABETH ARDEN (NETHERLANDS)	100%
HOLDINGS B.V.	



Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.						
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	if the claim is fully un If claim is partially se	secured, fill in only un	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EPMN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6,25% Senior Notes due 2024				\$ 442,531,771
:	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				5 4,379,093
	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
,	United States  Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				S 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 37d Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
2	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles, andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 11 Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TISBANK RE

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or	If claim is partially see	d claim secured, fill in only uns cured, fill in total claim or setoff to calculate un	amount and deduction
			contracts)		Total claim, if partially secured	value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	libotta Inc 19957 Dept Ch, Ste 400 Palatine, It. 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States The Nielsen Company US LLC	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Niesen Company OS LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. García c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W SP4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M15 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/O Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States Salesforce.com Inc.	RAC - 91.722.7913 Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce Com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SEAMAR

# Filed 06/16/2022 Entered 06/16/2022 00:35:59 Pg 11 of 25

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	L-1724	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Luxembourg Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly, patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Fill in this information to identify the case and this filing:					
Debtor Name Elizabeth Arden (UK) Ltd.					
United States Bankruptcy Court for the:	Southern District of New York				
Case number (If known):		(State) New York			

#### Official Form 202

#### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case

	partnership, or another individual serving as a representative of the deptor in this case.					
	I have examined the information in the documents checked and correct:	below and I have a reasonable belief that the information is true				
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)					
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)					
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)					
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)					
	Schedule H: Codebtors (Official Form 206H)					
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)					
	Amended Schedule					
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)					
	Other document that requires a declaration	List of Equity Security Holders and Corporate Ownership				
dec	lare under penalty of perjury that the foregoing is true and c	orrect.				
Exe	ocuted on 06/15/2022	🗷 /s/ Victoria Dolan				
	MM/ DD/YYYY	Signature of individual signing on behalf of debtor				
		Victoria Dolan				
		Printed name Chief Financial Officer				
		Position or relationship to debtor				



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member. Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden: (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA:

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code?

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit GANE Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



# Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB C

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Fill in this information to i	dentify the case:		
United States Bankruptcy C	ourt for the:		
Southern	District of	New York	
		(State)	☐ Check if this is a
Case number (if known):		Chapter11	amended filing

## Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	OPP Products, Inc.						
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	27-4403060						
4.	Debtor's address	Principal place of bus	siness		Mailing ad of busines	dress, if differ s	ent from pr	incipal place
		Number Street			Number	Street		
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
						f principal ass lace of busine		rent from
		New York						
		County			Number	Street		
					City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.com						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRURTCY COURT,SDNY

BY: DEPUTY CLERK



# 22-10769-dsj Doc 1 Filed 06/15/2022 Entered 06/16/2022 00:02:31 Main Document Pg 2 of 25

De	btor	OPP Products, Inc. Name	Case Number (# known)				
6.	Туре	of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))				
			☐ Partnership (excluding LLP)				
			Other, Specify:	-			
			A, Check One:				
7.	Desci	ribe debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))				
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))				
			☐ Railroad (as defined in 11 U.S.C. § 101(44))				
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))				
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))				
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))				
			☑ None of the above				
			B. Check all that apply:				
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)				
			☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)				
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))				
			C NAICS (North American Industry Classification System) 4 digit and that heat describes debtay Co.				
			C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 3159 (Apparel Accessories and Other Apparel Manufacturing)				
8.		which chapter of the	Check One:				
		uptcy Code is the r filing?	☐ Chapter 7				
			☐ Chapter 9				
			☑ Chapter 11. Check all that apply:				
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders of affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>				
			□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).	of			
			The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.	98			
			☐ A plan is being filed with this petition.				
			Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	of			
			□ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	es			
			The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.	е			
			☐ Chapter 12	} <u>}</u> -			

22-10769-dsj Doc 1 Filed 06/15/2022 Entered 06/16/2022 00:02:31 Main Document Pg 3 of 25

Debtor OPP Products, Inc. Case Number (If known)		
<ol><li>Were prior bankruptcy cases filed by or against the debtor within the last 8 years?</li></ol>	No     □ Yes. District	
If more than 2 cases, attach a separate list.	District When Case number MM/DD/YYYY	
10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	□ No ☑ Yes. Debtor See Rider 1  District Southern District of New York	
List all cases, if more than 1, attach a separate list.	When   06/15/2022	
11. Why is the case filed in this	Check all that apply:	
district?	Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.	
	A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.	
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	<ul> <li>No</li> <li>Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.</li> <li>Why does the property need immediate attention? (Check all that apply.)</li> <li>It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.</li> <li>What is the hazard?</li> <li>It needs to be physically secured or protected from the weather.</li> <li>It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).</li> <li>Other</li> <li>Where is the property?</li> </ul>	
	City State Zip Code	
	Is the property insured?  No Yes. Insurance agency Contact name Phone	
Statistical and	administrative information	
13. Debtor's estimation of available funds	Check one:  Example 2	

22-10769-dsj Doc 1 Filed 06/15/2022 Entered 06/16/2022 00:02:31 Main Document Pg 4 of 25

Debtor OPP Products, Inc.		Case Number (If known)	
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 millio \$10,000,001-\$50 milli \$50,000,001-\$100 mil	on ⊠ \$1,000,000,001-\$10 billion fion □ \$10,000,000,001-\$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 millio \$10,000,001-\$50 millio \$50,000,001-\$100 millio \$100,000,001-\$500 m	on S1,000,000,001-\$10 billion S10,000,000,001-\$50 billion
			bankruptcy case can result in fines up to
authorized representative of debtor	I have examined the information correct.  declare under penalty of perjury  Executed on 06/15/2  MM/ [	$\eta$ that the foregoing is true and $\phi$	reasonable belief that the information is true and
	/s/ Victoria Dolan	ed representative of debtor	Victoria Dolan Printed name
	Title Chief Finance	•	Timed hame
18. Signature of attorney	/s/ Paul M. Basta, Signature of attorney Paul M. Basta Printed Name		Date <u>06/15/2022</u> MM/DD/YYYY
	PAUL, WEISS, RIFK	(IND, WHARTON & GARRISON	LLP
	Firm name  1285 Avenue of the Number	Americas Street	
	New York City	and the state of t	NY 10019 State ZIP Code
	(212) 373-3000		pbasta@paulweiss.com
	Contact phone 2568046		Email address
	Bar number	Sta	

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to iden	ntify the case:
United States Bankruptcy Cour	t for the:
Souther	n District of New York
	(State)
Case number (if known):	Chapter11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY		
Roux Properties Jacksonville, LLC		
SinfulColors Inc.		
RML, LLC		
PPI Two Corporation		
Revlon (Puerto Rico) Inc.		
Elizabeth Arden (UK) Ltd.		
Elizabeth Arden (Canada) Limited		
Revlon Canada Inc.		
Beautyge I		
Beautyge II, LLC		
BrandCo Almay 2020 LLC		
BrandCo Charlie 2020 LLC		
BrandCo CND 2020 LLC		
BrandCo Curve 2020 LLC		
BrandCo Elizabeth Arden 2020 LLC		
BrandCo Giorgio Beverly Hills 2020 LLC		
BrandCo Halston 2020 LLC		
BrandCo Jean Nate 2020 LLC		
BrandCo Mitchum 2020 LLC		
BrandCo Multicultural Group 2020 LLC		
BrandCo PS 2020 LLC		
BrandCo White Shoulders 2020 LLC		



22-10769-dsj Doc 1 Filed 06/15/2022 Entered 06/16/2022 00:02:31 Main Document Pg 7 of 25

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:		)	Chapter 11
OPP Products, Inc.		)	Case No. 22()
	Debtor.	) ) )	

### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:		)	Chapter 11
OPP Products, Inc.		)	Case No. 22()
		)	
	Debtor.	ý	
		. )	

## **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	



# Entered 06/16/2022 00:02:3 ነው። Pg 9 of 25

ill in this information to identify the case:
Debtor name: Reviou Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case, Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.							
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services,	contingent, unliquidated, or	If claim is partially see	d claim secured, fill in only uns cured, fill in total claim or setoff to calculate un	amount a	and deductio
No.			and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff		cured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick,prokosch@usbank.com PHONE - 651 - 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$	442,531,77
2	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA. 30308-3243 United States Verescence North America Inc.	Eric Hawkins Partner EMALI - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-556-1529	Trade Payable	***************************************			\$	4,379,09
3	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770 - 385-3800	Trade Payable				ş	4,022,30
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United Stales	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$	3,641,35
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$	2,962,08
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 EAX-212-708-7132	Trade Payable				\$	2,877,81
	Tinulti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - 2ach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$	2,419,44
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$	2,337,79
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NI 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$	2,117,71
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$	1,925,12
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MO 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@llywheeldigital.com PHONE - 206-257-8207 Tomás Espinosa	Trade Payable				\$	1,884,04
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Iomas espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$	1,856,44
13	Ancorotti Cosmetics Via Dell'industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$	1,729,24
14	VPI Holding Company LLC Smolice 1 L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$	1,607,33
15	Array Canada inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				2 ST4 P.	

	Name of creditor and complete mailing address, including zip code			contingent,	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)	123 (24 (25 (25 (25 (25 (25 (25 (25 (25 (25 (25	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated		***************************************	Undetermined	
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United Stales Revion Pension Trustee Company (U.K.) Limited	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	Greater London House Hampstead Road London, NW1 7QX United Kingdom	*	Under Funded Pension Bability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Dability	Contingent, Unliquidated			Undetermined	



Entered 06/16/2022 00:02:31 Pg 12 of 25 22-10769-dsj Doc 1 Filed 06/15/2022 Main Document

nd this filing:
Southern District of New York
(State)
New York

## Official Form 202

## **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partners	hìp; or
another individual serving as a representative of the debtor in this case.	

	I have examined the information in the documents checked below and I have a reasonable belief that the information i correct:	s true and							
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)								
	□ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)								
	□ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)								
	□ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)								
	□ Schedule H: Codebtors (Official Form 206H)								
	□ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)								
	□ Amended Schedule								
×		ot Insiders							
×	Other document that requires a declaration List of Equity Security Holders and Corporate C Statement	wnership							
dec	declare under penalty of perjury that the foregoing is true and correct.								
Exe	Executed on  06/15/2022    S   Victoria Dolan								
	MM/ DD/YYYY Signature of individual signing on behalf of debtor  Victoria Dolan								
	Printed name Chief Financial Officer								
	Position or relationship to debtor								



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals/

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA:

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

22-10769-dsi

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

## c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



## Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB D

THIS IS **EXHIBIT "D"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B

Fill in this information to id	dentify the case:		
United States Bankruptcy Co	ourt for the: District of	New York	
Case number (if known):		(State) Chapter 11	

## Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Elizabeth Arden, Inc.						
2.	All other names debtor used in the last 8 years	Suave Shoe Corporation	on and Frenc	h Fragrances,	Inc.			
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	59-0914138						
4.	Debtor's address	Principal place of busi	Principal place of business			different from pr	incipal place	
		880 Southwest 145th A	venue		One New York Plaza			
		Number Street			Number Stre	et		
		Suite #200						
		Suite #200			P.O. Box			
		Pembroke Pines	FL	33027	New York	NY	10004	
		City	State	Zip Code	City	State	Zip Code	
					Location of princip		rent from	
		Broward						
		County			Number Stre	et		
					City	State	Zip Code	

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: MUCH FOTEL DEPUTY CLERK



# 22-10763-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:49:33 Main Document Pg 2 of 25

Del	btor <u>Elizabeth Arder</u>	Inc. Case Number (if known)
	Name	
6.	Type of debtor	□ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
		☐ Partnership (excluding LLP)
		☐ Other. Specify:
7.	Describe debtor's busi	A. Check One:
•	Bodding dobtor a Basi	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		☐ Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
		None of the above
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		<ul> <li>Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</li> </ul>
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> . 3159 (Apparel Accessories and Other Apparel Manufacturing)
8.	Under which chapter of	the Check One:
	Bankruptcy Code is the debtor filing?	☐ Chapter 7
	aobto: ming.	☐ Chapter 9
		□ Chapter 11. Check all that apply:
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>
		□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
		□ A plan is being filed with this petition.
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
		□ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		□ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

22-10763-dsj

Doc 1

Filed 06/15/2022 Main Document Entered 06/15/2022 23:49:33 Pg 3 of 25

De	ebtor <u>Elizabeth Arden, Inc.</u>	Case Number (II known)	
	Name		
9.	Were prior bankruptcy cases filed by or against the debtor	☑ No □ Yes. District When Case num	ber
	within the last 8 years?  If more than 2 cases, attach a separate list.	District When Case num	ber
		MM/DD/YYYY	
10	Are any bankruptcy cases     pending or being filed by a     business partner or an	☐ No ☑ Yes. Debtor See Rider 1 Relationsh	nip <u>Affiliate</u>
	affiliate of the debtor?  List all cases, if more than 1,	District Southern District of New York When	06/15/2022
	attach a separate list.	Case number, if known	MM / DD / YYYY
11	1. Why is the case filed in this	Check all that apply:	
	district?	<ul> <li>Debtor has had its domicile, principal place of business, or principal assets in immediately preceding the date of this petition or for a longer part of such 180</li> </ul>	
		district.	
	<del> </del>	A bankruptcy case concerning debtor's affiliate, general partner, or partnershi	p is pending in this district.
12	2. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	<ul> <li>No</li> <li>Yes. Answer below for each property that needs immediate attention. Attach a Why does the property need immediate attention? (Check all that apple to pose a threat of imminent and identifiable has safety.</li> <li>What is the hazard?</li> <li>It needs to be physically secured or protected from the weather.</li> <li>It includes perishable goods or assets that could quickly deteriorate attention (for example, livestock, seasonal goods, meat, dairy, prodassets or other options).</li> <li>Other</li> <li>Where is the property?</li> <li>Number Street</li> </ul>	oly.) azard to public health or or lose value without
		Is the property insured?	
		□ No	
		☐ Yes. Insurance agency	
		Contact name	
		Phone	
	Statistical an	d administrative information	
13	3. Debtor's estimation of	Check one:	SBANKA
	available funds	<ul> <li>✓ Funds will be available for distribution to unsecured creditors.</li> <li>☐ After any administrative expenses are paid, no funds will be available for distribution.</li> </ul>	tion to unsecure de reduses

22-10763-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:49:33 Main Document Pg 4 of 25

Debtor <u>Elizabeth Arden, Inc.</u>			(	Case Number (If known)			
14. Estimated number of creditors <sup>1</sup>	0 0 0	1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-50 50,001-10 More than	0,000
15. Estimated assets		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$1,000,000 \$10,000,00	001-\$1 billion 0,001-\$10 billion 00,001-\$50 billion \$50 billion
16. Estimated liabilities	0	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	0 0 0	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	⊠ □	\$1,000,000	001-\$1 billion 0,001-\$10 billion 00,001-\$50 billion \$50 billion
Request for Reli	ef, Dec	laration, and Signature	s				
WARNING Bankruptcy fraud is a \$500,000 or imprison				ent in connection with a bank I.S.C. §§ 152, 1341, 1519, an		ase can resul	t in fines up to
17. Declaration and signature of authorized representative of debtor	pet I ha I ha cor eclare u	ition.  ave been authorized to file ave examined the informated.  Inder penalty of perjury to Excuted on 06/15/20  MM/ DE  /s/ Victoria Dolan  Signature of authorized	te this ation in the	esentative of debtor	or. sonable t	belief that the	·
18. Signature of attorney	*	/s/ Paul M. Basta, Es Signature of attorney for Paul M. Basta Printed Name PAUL, WEISS, RIFKIN Firm name 1285 Avenue of the A Number New York City (212) 373-3000	s <i>q.</i> or deb	tor HARTON & GARRISON LLP as	_N S	06/15/202 MM/DD/YYY	10019 ZIP Code
		Contact phone 2568046 Bar number	MANAGEMENT PROGRAMMAN AND STATE OF THE STATE	NY State	p	Email ad	

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the c	ase:
United States Bankruptcy Court for the:	
Southern District	t of New York
j (St	ate)
Case number (if known):	Chapter11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revion, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10763-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:49:33 Main Document Pg 7 of 25

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	•	Λ.	
In re:		)	Chapter 11
Elizabeth Arden, Inc.		)	Case No. 22()
		)	
	Debtor.	Ś	
		)	

#### **LIST OF EQUITY SECURITY HOLDERS**<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) Chapter 11
Elizabeth Arden, Inc.	) Case No. 22()
	)
Debtor.	)
	)

#### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	



Fill in this information to identify the case:	na komen kala 2000 ling lilah kalanggan menangan kalangga
Debtor name: Revion Inc., et al.	
United States Bankruptcy Court for the: Southern District of New York	
Case number (If known):	

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.						
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts,	contingent,	Amount of unsecured if the claim is fully un	secured, fill in only un	
			bank loans, professional services,	unliquidated, or disputed	If claim is partially sec for value of collateral		
			and government contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Howkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States Verescence North America Inc.	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-556-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 I Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 6001S United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,085
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinulti, Inc 121 S. 13Th Street 37d Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Tatowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500 Eric H. Brunngraber	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United State of	Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable	The Island & Administrative Control of Contr	***************************************		\$ 1,925,122
11	Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Earry Phimer Chief Executive Officer EMAIL - pluimer!@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - cobin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26023 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,247
14	VPI Holding Campany LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S YE WAS A

	22 DESCRIPTION OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF	90000 - 1 conference v - 150 - 200 (400 00 00 00 00 00 00 00 00 00 00 00 00		kar-en-ezanonakar zae-antarikisiztai	CENTRACIONALISTA CONTRACTORIO A PROGRESSIONALISTA CONTRACTORIO CONTRAC	■ 1881 *** ** *** **** **** *** *** *** **	STRANGASHASIA SASSI NA AATI DAAAAN DAAA.
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts,	Indicate if claim is contingent,	Amount of unsecured if the claim is fully un-		amend alaim amanut
	including 21p code	eman address of Creditor Contact	bank loans,	unliquidated, or			amount and deduction
	The state of the state of the same of the	Company of the Street Street	professional services,	disputed	for value of collateral		DOCASSANDAN DE LA KUSAGU SANG PRODUCTION
	nes que sile en propiación de majorita en escala de	MATERIAL CONTROL SERVICE CONTROL CONTROL	and government				
900	A Property Properties and property and accompanies of expenses	LOS MACOS ACTIONS OF A SAME OF A	contracts)	0.0000000000000000000000000000000000000		Deduction for	1000 000 000 000 000
	Papara de la la Seconda de Cara de Car		A STATE OF THE STA		Total claim, if	value of collateral	
		TO THE REPORT OF THE PARTY OF T			partially secured	or setoff	Unsecured claim
	One NY Piaza Co LLC	Jeremiah Larkin					
	250 Vesey Street	Executive Vice President, Director of Leasing					
16	15th Floor	EMAIL -	Trade Payable				\$ 1,465,618
	New York, NY 10281	Jeremiah.Larkin@brookfieldproperties.com					
	United States	PHONE - 212-417-7100					
Г	lbotta Inc	Bryan Leach	***************************************				
17	19957 Dept Ch, Ste 400 Palatine, IL 60055-9957	Chief Executive Officer EMAIL - bryan.leach@ibotta.com	Trade Payable	}			\$ 1,440,514
	United States	PHONE - 720-984-2781					
	Quotient Technology Inc	Steven R. Boal					
18	PO Box 204472	Chief Executive Officer EMAIL - steven.boal@quotient.com	Trade Payable				\$ 1,408,335
^`	Dallas, TX 75320-4472	PHONE - 650-605-4600	Trabe r ayable				5 1,400,333
L	United States	FAX - 650-605-4600 Mayuresh Kshetramade					
	Commission Junction 4140 Solutions Center	Chief Executive Officer					
15	Chicago, IL 60577-4001	EMAIL - mayureshkshetramade@cj.net	Trade Payable				\$ 1,405,103
	United States The Nielsen Company US LLC	PHONE - 800-761-1072 David Kenny		ļ			
1.	675 6th Ave	Chief Executive Officer					
20	New York, NY 10011	EMAIL - david.kenny@nielsen.com	Trade Payable				\$ 1,361,652
-	United States	PHONE - 617-320-5767 Pierre Miasnik					
	Fiabila USA Inc.	Chief Executive Officer		İ			
21	106 Iron Mountain Road Mine Hill, NI 07803	EMAIL - pmíasnik@fiabila.com.	Trade Payable				\$ 1,357,227
1	United States	PHONE - 973-659-9510					
$\vdash$	Salcedo, Stephanie	FAX - 973-659-6504					
	Estate of Theresa M. Garcia	Amin M. Omar					
22	C/O Dobs Legal LLP 302 N Market Street	Partner	Litigation Settlement				\$ 1,125,000
	Dallas, TX 75202	EMAIL - aomar@dobslegal.com PHONE - 214-722-5990					
ļ	United States		····				~!!!\damanii.addi
	Firmenich	Gilbert Ghostine Chief Representative					
23	250 Plainsboro Road	EMAIL - kirra.thomas@firmenich.com	Trade Payable				\$ 1,220,239
	Plainsboro, NJ 08536 United States	PHONE - 212-489-4800	·				
-		FAX - 212-980-4312 S Lawrence Davis					
	Shorewood Corporation of Canada Ltd.	Chief Executive Officer					
24	PO Box 4232 Toronto, ON M5W 5P4	EMAIL - Idavis@shorewoodgrp.com	Trade Payable				\$ 1,198,038
	Canada	PHONE - 416-292-3990 FAX - 416-299-9627					
	Premium Retail Services	Brian Travers					
25	618 Spirit Drive	Chief Executive Officer	Trade Payable				\$ 1,065,274
	Chesterfield, MO 63005 United States	EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	·				
$\vdash$	VMWARE, Inc.	Sumit Dhawan					
26	3401 Hillview Ave.	President, Chief Customer Officer	Trade Payable				\$ 1,079,444
1	Palo Alto, CA 94304 United States	EMAIL - sdhawan@vmware.com PHONE - 408-221-5025					
	Valassis Communications Inc	Victor Nichols					
١,,	90469 Collection Center Drive	Chief Executive Officer	Tenda Dauahla				\$ 1,010,384
''	Chicago, IC 60693	EMAIL - victor,nichols@uk.experian.com	Trade Payable				, 1,010,364
ļ	United States	PHONE - 866-250-9689					
	Crystal Claire	Roger Hwang Chief Executive Officer					
28	165 Milner Ave Scarborough, ON M15 4G7	EMAIL - rogerh@crystalclaire.com	Trade Payable				\$ 968,578
1	Scarborough, UN M154G7 Canada	PHONE - 416-421-1882					
$\vdash$		FAX - 416-421-5025 Dennis J Prischak					
	Plastek Industries Inc 2425 West 23Rd St	Chief Executive Officer					
29	Erie, PA 16506	EMAIL - prischakd@plastekgroup.com	Trade Payable				\$ 925,237
	United States	PHONE - 814-878-4400 FAX - 814-878-4499					
	Kerr, Myriam And Kerr, Robert						
	c/o Simon Greenstone Panatier, PC 1201 Elm Street	Tyson Gamble Counsel					
30	Suite 3400	EMAIL - tgamble@sgptrial.com	Litigation Settlement				\$ 900,000
	Dalfas, TX 75270	PHONE - 214-276-7680					
-	United States	Julie Sweet					
	Accenture International Umited 1 Grand Canal Square, Grand Canal H	Chief Executive Officer					
31	Dublin, DO2 P820	EMAIL - julie.sweet@accenture.com	Trade Payable				\$ 915,000
	Ireland	PHONE - 917-452-4400 FAX - 917-527-9915					
	Kolmar Laboratories	Rob Theroux					
32	PO Box 12469	Chief Executive Officer EMAIL - robert.theroux@kdc-one.com	Trade Payable				S 912,472
"	Newark, NJ 07101-3569	PHONE - 845-856-5311	Trade Foydule				912,4/2
$\vdash$	United States	FAX - 845-856-8831					
1	Salesforce.com Inc. Salesforce Tower						
33	415 Mission Street	Marc Benioff Chief Executive Officer	Trade Payable				BANKA
"	3rd Floor	EMAIL - marc_benioff@salesforce.com					13/ 5
	San Francisco, CA 94105 United States						
_		***************************************	•			•	ाज क्षेत्रका भी

	Main Document Fy 11 of 25							
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	And the second s		Undetermined	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
46	Nichois III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Vadetermined	
47	Shapiro, Paul E. Address on lile	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly, patricia@pbgc.gov PHONE - 703-448-0451 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kinedom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario 225 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	



22-10763-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:49:33 Main Document Pg 12 of 25

Fill in this information to identify the case ar	nd this filing:
Debtor Name Elizabeth Arden, Inc.	
United States Bankruptcy Court for the:	Southern District of New York
	(State)
Case number (If known):	New York

#### Official Form 202

#### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

,	0011601.							
	□ Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	□ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)							
	□ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)							
	□ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)							
	□ Schedule H: Codebtors (Official Form 206H)							
	☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)							
	☐ Amended Schedule							
$\boxtimes$		Claims and Are Not Insiders						
×	Other document that requires a declaration	and Corporate Ownership						
deci	declare under penalty of perjury that the foregoing is true and correct.							
Exec	Executed on  06/15/2022  /s/ Victoria Dolan							
MM/ DD/YYYY Signature of individual signing on behalf of debtor								
Victoria Dolan								
	Printed name Chief Financial Officer							
	Position or relationship to debtor							



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading I (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revion Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit, Agreements, the "Credit and Security Documents"); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company,

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "CCAA Recognition Proceedings") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



## Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



## TAB E

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B

## 22-10782-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:22:07 Main Document Pg 1 of 25

Fill in this information to i	dentify the case:	
United States Bankruptcy C		
Southern	District of	New York (State)
Case number (If known):		Chapter11

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

Debtor's Name	SinfulColors	Inc.						
All other names debtor used in the last 8 years	Sinful Colors	, Inc.						
Include any assumed names, trade names, and doing business as names								
Debtor's federal Employer Identification Number (EIN)	27-4403478							
Debtor's address			ess		Mailing address, if different from princ of business		rincipal place	
	One New To	Kriaza			Number	Street		
	Number	Street						
					P.O. Box			
	New York		NY	10004	-			
	City		State	Zip Code	City		State	Zip Code
								erent from
	New York							
	County				Number	Street		
					-			
					City		State	Zip Code
Debtor's website (URL)	www.revlon.c	com						
	All other names debtor used in the last 8 years Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal platone Number (EIV)  Number  New York  City  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of busin  One New York Plaza  Number Street  New York  City  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza  Number Street  New York NY  City State  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza  Number Street  New York NY 10004  City State Zip Code  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza  Number  Number  Street  New York  City  New York  County  New York  County  State  Sinful Colors, Inc.  Mailing add of business  Number  P.O. Box  City  City  City  City	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Principal place of business One New York Plaza  Number Street  Number Street  New York NY 10004 City State Zip Code  New York County  New York County  Number Street  Number Street  New York County  New York County  New York County  Number Street  Number Street  P.O. Box  City  Location of principal ass principal place of busines  Number Street  Number Street  City  City  City  City  City	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza  Number Street  New York  City State  New York  County  Street  New York  County  Street  Number Street  City State  City State  City State  City State  City State  City State

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKHUPTCY, COURT, SDNY

BY: WILL FILE DEPUTY CLERK



## 22-10782-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:22:07 Main Document Pg 2 of 25

Del	btor <u>SinfulColors Inc.</u>	Case Number (If known)				
	Name					
6.	Type of debtor	□ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))				
		☐ Partnership (excluding LLP)				
		☐ Other. Specify:				
7.	Describe debtor's business	A. Check One:				
٠.	Describe debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))				
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))				
		☐ Railroad (as defined in 11 U.S.C. § 101(44))				
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))				
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))				
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))				
		None of the above				
		B. Check all that apply:				
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)				
		<ul> <li>Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</li> </ul>				
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))				
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> . 3159 (Apparel Accessories and Other Apparel Manufacturing)				
8.	Under which chapter of the	Check One:				
	Bankruptcy Code is the debtor filing?	☐ Chapter 7				
	debtor ming.	☐ Chapter 9				
		⊠ Chapter 11. Check all that apply:				
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>				
		☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).				
		The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.				
		☐ A plan is being filed with this petition.				
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).				
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.				
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.				
		☐ Chapter 12				

22-10782-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:22:07 Pg 3 of 25

De	ebtor <u>SinfulColors Inc.</u>	Case Number (If known)	
	Name		
9.	Were prior bankruptcy cases		
	within the last 8 years?	Yes. District WhenMM/DD/YYYY	Case number
	If more than 2 cases, attach a separate list.	District When MM/DD/YYYY	Case number
10	). Are any bankruptcy cases pending or being filed by a business partner or an	☐ No ⊠ Yes. Debtor <u>See Rider 1</u>	Relationship Affiliate
	affiliate of the debtor?	District Southern District of New York	When 06/15/2022
	List all cases, if more than 1, attach a separate list.	Case number, if known	MM / DD / YYYY
11	. Why is the case filed in <i>this</i>	Check all that apply:	1,111
	district?	☑ Debtor has had its domicile, principal place of business, or principal place of business.	
		immediately preceding the date of this petition or for a longer part district.	of such 180 days than in any other
		☑ A bankruptcy case concerning debtor's affiliate, general partner, or	or partnership is pending in this district.
12	2. Does the debtor own or have possession of any real property or personal proper that needs immediate attention?	☐ Yes. Answer below for each property that needs immediate attenti	k all that apply.)  dentifiable hazard to public health or  weather.  y deteriorate or lose value without
		Is the property insured?	
		□ No	
		☐ Yes. Insurance agency	
		Contact name	
		Phone	
Mass			
	Statistical a	and administrative information	
13	3. Debtor's estimation of available funds	Check one:  ⊠ Funds will be available for distribution to unsecured creditors.  □ After any administrative expenses are paid, no funds will be available	e for distribution to unsecure world (1985)

22-10782-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:22:07 Main Document Pg 4 of 25

Debtor SinfulColors Inc.			(	Case Number (If known)			
14. Estimated number of creditors <sup>1</sup>		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		50,001	-50,000 -100,000 nan 100,000
15. Estimated assets		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	<u> </u>	\$1,000 \$10,00	00,001-\$1 billion ,000,001-\$10 billion 0,000,001-\$50 billion nan \$50 billion
16. Estimated liabilities		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	<u> </u>	⊠ \$1,000, □ \$10,000	00,001-\$1 billion ,000,001-\$10 billion 0,000,001-\$50 billion an \$50 billion
Request for Reli	ef, Dec	claration, and Signatur	es				
				ent in connection with a bank I.S.C. §§ 152, 1341, 1519, an			esult in fines up to
17. Declaration and signature of authorized representative of debtor	pe I h I h co eclare Ex	tition.  ave been authorized to fave examined the informerect.  under penalty of perjury  ecuted on06/15/2	file this nation in	rdance with the chapter of title petition on behalf of the debton this petition and have a reast eforegoing is true and correct	or. sonable		
	×	/s/ Victoria Dolan Signature of authorize	ed rente	esentative of debtor	Victori Printed	ia Dolan	
		Title Chief Financi	•			, manne	
18. Signature of attorney	*	/s/ Paul M. Basta, E Signature of attorney  Paul M. Basta Printed Name  PAUL, WEISS, RIFKI Firm name  1285 Avenue of the A	for deb	HARTON & GARRISON LLP as	Date	06/15/2 MM/DD/	
		New York			-	NY State	10019 ZIP Code
		City (212) 373-3000				State	
	TO CONTRACT OF STREET	Contact phone					aulweiss.com address
		2568046 Bar number		NY State	THE STREET STREET STREET		S BANKRI

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify th	e case:
United States Bankruptcy Court for the	e;
Southern Dist	rict of New York
	(State)
Case number (if known):	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10782-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:22:07 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		)	
In re:		)	Chapter 11
SinfulColors Inc.		)	Case No. 22()
		)	
		)	
	Debtor.	)	
		)	

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	One New York Plaza	
OPP Products, Inc.	New York, New York	100%
	10004	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) ) Chapter 11
SinfulColors Inc.	) )       Case No. 22()
	)
Debtor.	)

#### CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
OPP PRODUCTS, INC.	100%



## Filed 06/16/2022 Main Document

Entered 06/16/2022 00:22:07 Pg 9 of 25

5 P. F. S.
Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.						
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	if the claim is fully un If claim is partially sec	ant of unsecured claim claim is fully unsecured, fill in only unsecu m is partially secured, fill in total claim an the of collateral or setoff to calculate unsec	
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick, prokosch@usbank.com PHONE - 651-456-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
1	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
4	United States  Orange Die Cutting Corp PO 2295 I Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable			:	\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tínuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	United States Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Vailey Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable	, , , , , , , , , , , , , , , , , , , ,			\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S EAL

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services,	contingent, unliquidated, or	Amount of unsecured if the claim is fully unse If claim is partially sec for value of collateral	secured, fill in only uns ured, fill in total claim	amount and deduction
			and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Oirector of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
	lbotta Inc 19957 Oept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767 Pierre Misanik	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	United States Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Orive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, It. 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	United States Accenture International Limited 1 Grand Canal H Oublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SAMARE S

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only uns If claim is partially secured, fill in total claim for value of collateral or setoff to calculate un		amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unfiquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unfiquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Filed 06/16/2022 Main Document

Fill in this information to identify the case and	d this filing:
Debtor Name SinfulColors Inc.	
United States Bankruptcy Court for the:	Southern District of New York
	(State)
Case number (If known):	New York

#### Official Form 202

#### Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:				
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)			
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)			
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)			
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)			
	Schedule H: Codebtors (Official Form 206H)			
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)			
	Amended Schedule			
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)			
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement			
I declare under penalty of perjury that the foregoing is true and correct.				
Executed on  06/15/2022  S/ Victoria Dolan		lan		
	MM/ DD/YYYY Signature of individ	ual signing on behalf of debtor		
	Victoria Dolan Printed name Chief Financial Off	ficer		
	Position or relations	ship to debtor		



#### **Omnibus Resolutions** of the **Revlon Group Companies** and their **Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions:

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the CANA Consultant, to provide management services to the Revlon Group Companies; and be it further

22-10782-dsi

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit GANA Agreements, the "Credit and Security Documents"); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

**RESOLVED**, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

RESOLVED, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB F

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A** Commissioner for Taking Affidavits

Clau B

Fill in this information to i	dentify the case:		
United States Bankruptcy C	ourt for the:		
Southern	District of	New York	
	(	State)	Check if this is a
Case number (if known):		Chapter 11	amended filing

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	BrandCo Halston 20	20 LLC					
2.	All other names debtor used in the last 8 years	Unsub 7 2020, LLC						
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	85-2539931						
4.	Debtor's address	Principal place of b			of busines		ent from pr	incipal place
		3411 Silverside Roa			One New Y			
		Number Stree			Number	Street		
		Tatnall Building, #1	04					
					P.O. Box			
		Wilmington	DE	19801	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal as: lace of busine	sets, if diffe	erent from
		New Castle						
		County			Number	Street		
					City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.com						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

MUNILL HATLE DEPUTY CLERK



De	btor	BrandCo Halston 2020 LL Name	Case Number (If known)	
				***************************************
6. Type of debtor		f debtor	Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLF	'))
			Partnership (excluding LLP)	
			Other. Specify:	
		,	A. Check One:	
7.	Descri	be debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))	
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
			☐ Railroad (as defined in 11 U.S.C. § 101(44))	
			☐ Stockbroker (as defined in 11 U.S.C. § 101(44))	
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))	
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))	
			None of the above	
		***************************************	Mone of the above	
			B. Check all that apply:	
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)	
			□ Investment company, including hedge fund or pooled investment vehicle (as defined in § 80a-3)	15 U.S.C.
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	
			C. NAICS (North American Industry Classification System) 4-digit code that best describe http://www.uscourts.gov/four-digit-national-association-naics-codes 3159 (Apparel Accessories and Other Apparel Manufacturing)	s debtor. See
8.	Under	which chapter of the	Check One:	
		ıptcy Code is the	☐ Chapter 7	
	debtoi	iming.	☐ Chapter 9	
			□ Chapter 11. Check all that apply:	
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts of affiliates) are less than \$3,024,725 (amount subject to adjustment on 4 3 years after that).</li> </ul>	
			□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(5 is a small business debtor, attach the most recent balance she operations, cash-flow statement, and federal income tax return of documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(€)	et, statement of or if all of these
			The debtor is a small business debtor as defined 11 U.S.C. § 101(51D to proceed under Subchapter 5 of Chapter 11.	), and it chooses
			☐ A plan is being filed with this petition.	
			<ul> <li>Acceptances of the plan were solicited prepetition from one or creditors, in accordance with 11 U.S.C. § 1126(b).</li> </ul>	more classes of
			☐ The debtor is required to file periodic reports (for example, 10K and Securities and Exchange Commission according to § 13 or 15(d) Exchange Act of 1934. File the Attachment to Voluntary Petition for Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this	of the Securities r Non-Individuals
			The debtor is a shell company as defined in the Securities Exchange 12b-2.	Act of 1934 Rule
			☐ Chapter 12	BANKA

22-10780-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:20:21 Pg 3 of 25

De	btor BrandCo Halston 2020	LLC		Case Nu	mber (If I	(nown)		
	Name							
	Ware prior ben't must be a con-	50 N-		···				
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	⊠ No □ Yes.	District		When	MM/DD/YYYY	Case number	
	If more than 2 cases, attach a separate list.		District	Annualist to the Annual to the second	When	MM/DD/YYYY	Case number	
10	. Are any bankruptcy cases pending or being filed by a business partner or an	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	affiliate of the debtor?		District	Southern District of	of New Y	ork	When	06/15/2022
	List all cases, if more than 1, attach a separate list.		Case num	nber, if known				MM / DD / YYYY
11	. Why is the case filed in <i>this</i> district?	Check all t	hat apply:					
	uistrict:		diately prec	ts domicile, principal preding the date of this				
		⊠ A ban	kruptc <b>y</b> cas	se concerning debtor's	affiliate,	general partner, o	r partnership is p	pending in this district.
12	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	<b>,</b> ( (	Why does to  It poses safety.  What is  It needs  It incluse attentic assets  Other	the property need im	mediate a threat ured or p	attention? (Checon of imminent and in the value of imminent and in the value of the	k all that apply.)  dentifiable hazard  weather.	ose value without
		[	□ No □ Yes. In	erty insured?  Insurance agency  Insurance agenc				
	Statistical and	l administrat	ive informa	ation				
13	. Debtor's estimation of available funds			ble for distribution to unitive expenses are pa			e for distribution	to unsecure or edias

22-10780-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:20:21 Main Document Pg 4 of 25

Debtor BrandCo Halston 2020	LLC	Case Number (If known)_	
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 m	on 🛭 \$1,000,000,001-\$10 billion lion 🗆 \$10,000,000,001-\$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 m	on ⊠ \$1,000,000,001-\$10 billion lion □ \$10,000,000,001-\$50 billion
Request for Relie	f, Declaration, and Signature	es	
\$500,000 or imprisonr  17. Declaration and signature of authorized representative of debtor	nent for up to 20 years, or both  The debtor requests relief i petition.  I have been authorized to f  I have examined the inform correct.	h. 18 U.S.C. §§ 152, 1341, 151 in accordance with the chapter file this petition on behalf of the nation in this petition and have a	of title 11, United States Code, specified in this debtor.  a reasonable belief that the information is true and
I de	Executed on06/15/2	that the foregoing is true and o	опесс.
	/s/ Victoria Dolan Signature of authorize  Title Chief Financi	ed representative of debtor	Victoria Dolan Printed name
18. Signature of attorney	/s/ Paul M. Basta, E Signature of attorney		Date <u>06/15/2022</u> MM/DD/YYYY
	Paul M. Basta Printed Name PAUL, WEISS, RIFKI Firm name	IND, WHARTON & GARRISON	<b>I</b> LLP
	1285 Avenue of the A	Americas Street	
	New York		NY         10019           State         ZIP Code
	City (212) 373-3000		
	Contact phone		pbasta@paulweiss.com Email address
	<b>2568046</b> Bar number	Sta	NY ate SBANKAY
			(4) m

<sup>1</sup> The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify t	he case:
United States Bankruptcy Court for the	ne:
Southern Dis	trict of New York
	(State)
Case number (if known):	Chapter 11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY					
Revlon, Inc.					
Revlon Consumer Products Corporation					
Almay, Inc.					
Art & Science, Ltd.					
Bari Cosmetics, Ltd.					
Beautyge Brands USA, Inc.					
Beautyge U.S.A., Inc.					
Charles Revson Inc.					
Creative Nail Design, Inc.					
Cutex, Inc.					
DF Enterprises, Inc.					
Elizabeth Arden (Financing), Inc.					
Elizabeth Arden Investments, LLC					
Elizabeth Arden NM, LLC					
Elizabeth Arden Travel Retail, Inc.					
Elizabeth Arden USC, LLC					
Elizabeth Arden, Inc.					
FD Management, Inc.					
North America Revsale Inc.					
OPP Products, Inc.					
RDEN Management, Inc.					
Realistic Roux Professional Products Inc.					
Revlon Development Corp.					
Revlon Government Sales, Inc.					
Revlon International Corporation					
Revlon Professional Holding Company LLC					
Riros Corporation					
Riros Group Inc.					
Roux Laboratories, Inc.					



COMPANY				
Roux Properties Jacksonville, LLC				
SinfulColors Inc.				
RML, LLC				
PPI Two Corporation				
Revlon (Puerto Rico) Inc.				
Elizabeth Arden (UK) Ltd.				
Elizabeth Arden (Canada) Limited				
Revlon Canada Inc.				
Beautyge I				
Beautyge II, LLC				
BrandCo Almay 2020 LLC				
BrandCo Charlie 2020 LLC				
BrandCo CND 2020 LLC				
BrandCo Curve 2020 LLC				
BrandCo Elizabeth Arden 2020 LLC				
BrandCo Giorgio Beverly Hills 2020 LLC				
BrandCo Halston 2020 LLC				
BrandCo Jean Nate 2020 LLC				
BrandCo Mitchum 2020 LLC				
BrandCo Multicultural Group 2020 LLC				
BrandCo PS 2020 LLC				
BrandCo White Shoulders 2020 LLC				



22-10780-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:20:21 Main Document Pg 7 of 25

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	١	
In re:	)	Chapter 11
BrandCo Halston 2020 LLC	)	Case No. 22()
	)	
Debtor.	)	
	)	

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	One New York Plaza	
Beautyge I	New York, New York	100%
	10004	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11	
BrandCo Halston 2020 LLC	)	Case No. 22	()
Debtor.	) ) )		
	)		

#### CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%



Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

Name of creditor and complete mailing addre including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	contingent,	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount, If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W33C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651 - 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024		•		\$ 442,531,77
Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,09
United States Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770 - 385-3800	Trade Payable				\$ 4,022,30
Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,35
NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,08
International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@lff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,8:
Tinuiti, Inc 121 S. 13Th Street 7 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				S 2,419,44
Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,79
Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,7
Cass Information Systems Inc 12444 Powerscourt Drive, 550 51 Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,12
Flywheel Digital LLC Ascential Inc 1 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,04
Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,44
Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,2
VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMALL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,33
Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - Jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				2 A LINE AND A STATE OF THE STA

# Filed 06/16/2022 Entered 06/16/2022 00:20:21cm Pg 10 of 25

		<u> </u>	Tent 1910				
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or	If claim is partially sec	secured, fill in only uns cured, fill in total claim or setoff to calculate un	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Piaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204172 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Chicago, IL 60677-4001 United States	FAX - 501-603-4000 Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				S 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LIP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	United States Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				S 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M15 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				S 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis i Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270	Tyson Gamble Counsel EMAIL - Igamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	United States Accenture International Limited 1 Grand Canal F Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	FAA. > 01.7-52.7-9915 Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				5 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SANKAR

Tebtor Revion, Inc., et al. 22-10780-dsj

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	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unlíquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	W.L.		Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Níchols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



22-10780-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:20:21 Main Document Pg 12 of 25

Fill in this information to identify the case at Debtor Name BrandCo Halston 2020	nd this filing:  LLC
United States Bankruptcy Court for the:	Southern District of New York
	(State)
Case number (If known):	New York

#### Official Form 202

#### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

(	correct:						
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)						
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)						
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)						
	Schedule H: Codebtors (Official Form 206H)						
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)						
	□ Amended Schedule						
Ø	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)						
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement						
decl	declare under penalty of perjury that the foregoing is true and correct.						
Exec	Executed on  06/15/2022  S/S/ Victoria Dolan						
	MM/ DD/YYYY Signature of individual signing on behalf of debtor						
	Victoria Dolan						
	Printed name Chief Financial Officer						
	Position or relationship to debtor						



#### **Omnibus Resolutions** of the **Revlon Group Companies** and their **Respective Governing Bodies**

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";

WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

**RESOLVED**, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company,

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



#### <u>Exhibit B</u> New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



## TAB G

THIS IS **EXHIBIT "G"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B

in this information to i	dentify the case:		
Inited States Bankruptcy C	ourt for the:		
Southern	District of	New York	
		(State)	
Case number (if known):		Chapter 11	

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Revion Gover	nment Sales, Inc						
2.	All other names debtor used in the last 8 years								
	Include any assumed names, trade names, and doing business as names								
3.	Debtor's federal Employer Identification Number (EIN)	13-2893624							
4.	Debtor's address	Principal plac	e of business			Mailing ad of busines	dress, if diffe s	rent from pi	rincipal place
		Number	Street			Number	Street		
		New York		NY	10004	P.O. Box			
		City		tate	Zip Code	City		State	Zip Code
		2.5+				Location of principal p	f principal as lace of busin	sets, if diffe ess	erent from
		New York County				Number	Street		
						-			
						City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.co	om						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: DEPUTY CLERK



## 22-10781-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:21:38 Main Document Pg 2 of 25

De		Revion Government Sa	iles, Inc. Case Number (if known)	
		italii e		
6.	Type of	debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))	
			□ Partnership (excluding LLP)	
			□ Other. Specify:	The same
			A. Check One:	-
7.	Describ	e debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))	
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
			☐ Railroad (as defined in 11 U.S.C. § 101(44))	
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))	
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))	
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))	
			None of the above     None of the above	
			B. Check all that apply:	
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)	
			☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)	
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	
			C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> .  3159 (Apparel Accessories and Other Apparel Manufacturing)	
8	Underv	which chapter of the	Check One:	to a supplement of the second
0.	Bankru	otcy Code is the	☐ Chapter 7	
	debtor f	iling ?	☐ Chapter 9	
			☐ Chapter 11. Check all that apply:	
			<ul> <li>□ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insider affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and ev 3 years after that).</li> </ul>	
			□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the del is a small business debtor, attach the most recent balance sheet, statement operations, cash-flow statement, and federal income tax return or if all of the documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).	t of
			The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it choo to proceed under Subchapter 5 of Chapter 11.	ses
			☐ A plan is being filed with this petition.	
			Acceptances of the plan were solicited prepetition from one or more classes creditors, in accordance with 11 U.S.C. § 1126(b).	of
			□ The debtor is required to file periodic reports (for example, 10K and 10Q) with Securities and Exchange Commission according to § 13 or 15(d) of the Securi Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individual Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	ities
			☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Re 12b-2.	ule
			☐ Chapter 12	(P)
				~~

22-10781-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:21:38 Main Document Pg 3 of 25

Debt	tor Revion Government Sal	es, Inc.		Case Nu	mber (##	(nown)		
	Name							
f V Ii	Vere prior bankruptcy cases iled by or against the debtor within the last 8 years?	⊠ No □ Yes.	District District		When	MM/DD/YYYY	Case number	
S	separate list.					MM/DD/YYYY		
F b	Are any bankruptcy cases bending or being filed by a business partner or an	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	affiliate of the debtor? List all cases, if more than 1,		District	Southern District	of New Y	ork	When	06/15/2022
	attach a separate list.		Case num	nber, if known				MM / DD / YY <b>YY</b>
	Why is the case filed in <i>this</i>	Check all t	hat apply:					
C	nstrict:		diately prec	ts domicile, principal ceding the date of this				
		⊠ A ban	kruptcy cas	se concerning debtor	s affiliate,	general partner, o	r partnership is p	ending in this district.
F t	Does the debtor own or have bossession of any real property or personal property hat needs immediate attention?	<b>v</b> 	Vhy does t  It poses safety.  What is  It need  It incluatentic assets  Other	the property need in s or is alleged to pos	nmediate e a threat ured or p	attention? (Check of imminent and id rotected from the v s that could quickly sonal goods, meat,	k all that apply.) lentifiable hazard veather.	se value without
					City		State	Zip Code
			No Yes. In	erty insured?  Insurance agency Contact name  Chone				
	Statistical and	administrati	ve informa	ation	and to the first and the first			
	Debtor's estimation of	Check one:						ESBANKRU
ā	available funds			able for distribution to ative expenses are pa			e for distribution	to unsecure worlding

22-10781-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:21:38 Main Document Pg 4 of 25

Debtor	Revion Governmen	t Sales, Inc.	Case Number (#	known)	
14. Estima credito	ated number of ors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000		50,001-100,000
5. Estima	ated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 \$10,000,001-\$5 \$50,000,001-\$1 \$100,000,001-\$	50 million \( \Sigma \) 00 million \( \Sigma \)	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
6. Estima	ated liabilities	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 \$10,000,001-\$5 \$50,000,001-\$1 \$100,000,001-\$1	50 million 50 million 50 million 50	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
	Request for F	Relief, Declaration, and Signatu	res		
			th. 18 U.S.C. §§ 152, 134	41, 1519, and 3571.	
authoi debtoi		I have been authorized to I have examined the inforcorrect.  I declare under penalty of perjury  Executed on 06/15/ MM/	mation in this petition and y that the foregoing is true 2022 DD / YYYY	have a reasonable and correct.	belief that the information is true and ia Dolan d name
debto		I have been authorized to I have examined the inforcorrect.  I declare under penalty of perjury  Executed on 06/15/ MM/    /s/ Victoria Dolan Signature of authoriz  Title Chief Finance  /s/ Paul M. Basta, Signature of attorney  Paul M. Basta Printed Name	mation in this petition and y that the foregoing is true  2022 DD / YYYY  red representative of debt cial Officer  Esq. y for debtor	have a reasonable and correct.  Victor or Printed  Date	ia Dolan

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to ide	entify the case:		
United States Bankruptcy Co	urt for the:		
Southe	ern District of New \	ork (	
	(State)		
Case number (if known):		Chapter	

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

Revlon, Inc.  Revlon Consumer Products Corporation
Almay Inc
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10781-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:21:38 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) ) Chapter 11
Revlon Government Sales, Inc.	) Case No. 22()
Debtor.	) ) )

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products Corporation	One New York Plaza New York, New York 10004	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	-	
In re:	)	Chapter 11
Revlon Government Sales, Inc.	)	Case No. 22()
Debtor.	) ) )	

#### CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	



Fill in this information to identify the case:
Debtor name: <u>Revlon Inc., et al.</u>
United States Bankruptcy Court for the: <u>Southern District of New York</u>
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for	Indicate if claim is	Amount of unsecure	d claim	
	including zip code	email address of creditor contact	example, trade debts,			secured, fill in only uns	
			bank loans,	CONTRACTOR TO THE PROPERTY OF		cured, fill in total claim	
			professional services,	disputed	for value of collateral	or setoff to calculate u	secured claim.
Figure 1			and government			Deduction for	
			contracts)		Total claim, if	value of collateral	The state of the s
					partially secured	or setoff	Unsecured claim
100/003	US Bank, National Association	\$0.00 miles (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990) (1990)	44444444444444444444444444444444444444	to also the Amount and the Control of the Control o			
	Global Corporate Trust Services	Rick Prokosch					
1	60 Livingston Avenue EP-MN-WS3C	EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000	6.25% Senior Notes due 2024				\$ 442,531,771
	St. Paul, MN 55107-2292	FAX - 651-466-7430					
L	United States Hawkins Parnell & Young LLP						
	303 Peachtree St. NE	Eric Hawkins Partner					
2	Ste 4000	EMAIL - ehawkins@hpylaw.com	Trade Payable				\$ 4,379,093
	Atlanta, GA 30308-3243	PHONE - 312-667-8400					
-	United States Verescence North America Inc.	FAX - 877-566-1529					
	Verescene NA	Ashok Sudan					
3	900 Third Ave	President	Trade Payable				\$ 4,022,309
	4th Floor New York, NY 10022	EMAIL - ashock,sudan@verescence.com PHONE - 770- 385-3800					
	United States						**************************************
	Orange Die Cutting Corp	Anthony Esposito				1	
1	PO 2295 1 Favorite Ave	Chief Executive Officer EMAIL - aesposito@orangepkg.com	Trade Payable			1	\$ 3,641,358
	Newburgh, NY 12550	PHONE - 845-562-0900	'				
L	United States	FAX - 845-562-1020				<b>_</b>	
	NCH Marketing Services, Inc.	Scott Hansen Chief Executive Officer					
9	155 N. Pfingsten Road, Suite 200	EMAIL - shansen@nchmarketing.com	Trade Payable				\$ 2,962,089
1	Deerfield, IL 60015 United States	PHONE - 915-772-3399					
-		FAX - 847-317-0083 Andreas Fibig					
	International Flavors & Fragrances 600 State Highway 36	Chief Executive Officer					
1	Haziet, NJ 07730	EMAIL - andreas.fibig@iff.com	Trade Payable	,			\$ 2,877,814
	United States	PHONE - 732-264-4500 FAX - 212-708-7132					
-	Tinuiti, Inc	Zach Morrison					
١.	121 S. 13Th Street	Chief Executive Officer	Total - December				\$ 2,419,449
1	3rd Floor Philadelphia, PA 19107	EMAIL - zach,morrison@tinuiti.com	Trade Payable				2,413,443
	United States	PHONE - 833-846-8484					
Г	Englewood Lab, Inc	Henry Cho					
1	20 Campus Road Totowa, NJ 07512	Chief Executive Officer EMAIL - henry.c@englewoodlab.com	Trade Payable				\$ 2,337,795
	United States	PHONE - 201-567-2267					
Г	Givaudan Fragrances Corp	Gilles Andrier Chief Executive Officer					
1	300 Waterloo Valley Road Mt. Olive, NJ 07828	EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117,711
	United States	PHONE - 973-576-9500					
	Cass Information Systems Inc	Eric H. Brunngraber					
10	12444 Powerscourt Drive, 550 St Louis, MO 63131	Chief Executive Officer EMAIL - cmreardon@cassinfo.com	Trade Payable		CENTRAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPER		\$ 1,925,122
L	United States Flywheel Digital LLC	PHONE - 314-506-5500					
	Flywheel Digital LLC Ascential Inc	Larry Pluimer					
1:	1801 Porter St. 300	Chief Executive Officer	Trade Payable				\$ 1,884,047
	Baltimore, MD 21230	EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207					
-	United States	Tomás Espinosa					
	Schwan Cosmatics LISA Inc	Chief Executive Officer		- Control of the Cont			1
	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy	EMAIL -	T d B				\$ 1,856,440
1.	Mufreesboro, TN 37127	robin.gabriesheski@schwancosmeticsusa.co	rrade Payable				1,850,440
	United States	PHONE - 615-396-9156					
L		FAX - 615-867-9986					
	Ancorotti Cosmetics	Renato Ancorotti		•			
1:	Via Dell'Industria 22	Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com	Trade Payable				\$ 1,729,242
	26013 Crema (Cr), Cremona, Italy	PHONE - 3-738-768-1113					
-	VPI Holding Company LLC	Jamie Egasti					
1	Smolice 1L Hala F	Executive Chairman	Trade Payable				\$ 1,607,336
۱''	Strykow, 95-010	EMAIL - jamieegasti@vpi-inc.com					
$\vdash$	Poland	PHONE - 312-255-4800					BANKA
	Array Canada Inc	Jeffrey K. Casselman Chief Executive Officer					100
1	45 Progress Ave.	EMAIL - jcasselman@arraymarketing.com	Trade Payable				s Z Wann
	Toronto, ON M1P 2Y6 Canada	PHONE - 416-299-4865			1		川海風川の
L		FAX - 416-292-9759				1	SEAL A
							W. J.

					r		
	Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for	Indicate if claim is	Amount of unsecured		1.1.
	including zip code	email address of creditor contact	example, trade debts, bank loans,	contingent, unliquidated, or	If the claim is fully un If claim is partially sec	secured, fill in only uns	
		A 1995 A	professional services,	disputed		or setoff to calculate ur	
			and government	•			
		and the second	contracts)			Deduction for	
		and the second second			Total claim, if partially secured	value of collateral or setoff	Unsecured claim
7389					partiany secured	or seton	Onsecured ciann
	One NY Plaza Co LLC	Jeremiah Larkin					
16	250 Vesey Street 15th Floor	Executive Vice President, Director of Leasing EMAIL -	Trade Payable				\$ 1,465,618
	New York, NY 10281	Jeremiah, Larkin@brookfieldproperties.com	,				
1	United States	PHONE - 212-417-7100					
Г	Ibotta Inc	Bryan Leach					
17	19957 Dept Ch, Ste 400 Palatine, IL 60055-9957	Chief Executive Officer EMAIL - bryan.leach@ibotta.com	Trade Payable				\$ 1,440,514
L	United States	PHONE - 720-984-2781					
	Quotient Technology Inc	Steven R. Boal Chief Executive Officer					
18	PO Box 204472 Dallas, TX 75320-4472	EMAIL - steven.boal@quotient.com	Trade Payable				\$ 1,408,335
	United States	PHONE - 650-605-4600 FAX - 650-605-4600					
上	Commission Junction	Mayuresh Kshetramade	***				
19	4140 Solutions Center Chicago, IL 60677-4001	Chief Executive Officer EMAIL - mayureshkshetramade@cj.net	Trade Payable				\$ 1,405,103
L	United States	PHONE - 800-761-1072					***************************************
1	The Nielsen Company US LLC 675 6th Ave	David Kenny Chief Executive Officer					
20	New York, NY 10011	EMAIL - david.kenny@nielsen.com	Trade Payable				\$ 1,361,652
-	United States	PHONE - 617-320-5767 Pierre Miasnik					
	Fiabila USA Inc. 106 Iron Mountain Road	Chief Executive Officer					
21	Mine Hill, NJ 07803	EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510	Trade Payable				\$ 1,357,227
L	United States	PHONE - 973-659-9510 FAX - 973-659-6504					
Г	Salcedo, Stephanie Estate of Theresa M. Garcia	Amin M. Omar					
22	c/o Dobs Legal LLP	Partner	Litiantian Cattlemant				\$ 1,125,000
124	302 N Market Street	EMAIL - aomar@dobslegal.com	Litigation Settlement				3 1,123,000
	Dallas, TX 75202 United States	PHONE - 214-722-5990					
Г	Firmenich	Gilbert Ghostine					
23	250 Plainsboro Road	Chief Representative EMAIL - kirra.thomas@firmenich.com	Trade Payable				\$ 1,220,239
1	Plainsboro, NJ 08536 United States	PHONE - 212-489-4800	,				·
-		FAX - 212-980-4312 S Lawrence Davis					
	Shorewood Corporation of Canada Ltd. PO Box 4232	Chief Executive Officer					
24	Toronto, ON M5W 5P4	EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990	Trade Payable				\$ 1,198,038
	Canada	FAX - 416-299-9627					
	Premium Retail Services 618 Spirit Drive	Brian Travers Chief Executive Officer					
25	Chesterfield, MO 63005	EMAIL - btravers@premiumretail.com	Trade Payable				\$ 1,065,274
-	United States VMWARE, Inc.	PHONE - 800-800-7318 Sumit Dhawan					
26	3401 Hillview Ave.	President, Chief Customer Officer	Trade Payable				\$ 1,079,444
1"	Palo Alto, CA 94304 United States	EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade i bytasie				-,,
	Valassis Communications Inc	Victor Nichols					
27	90469 Collection Center Drive	Chief Executive Officer	Trade Payable				\$ 1,010,384
1"	Chicago, IL 60693 United States	EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade regalic				2,020,00
$\vdash$		Roger Hwang					
	Crystal Claire 165 Milner Ave	Chief Executive Officer					
28	Scarborough, ON M1S 4G7	EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882	Trade Payable				S 968,578
L	Canada	FAX - 416-421-5025					
	Plastek Industries Inc	Dennis J Prischak Chief Executive Officer					
25	2425 West 23Rd St	EMAIL - prischakd@plastekgroup.com	Trade Payable				\$ 925,237
	Erie, PA 16506 United States	PHONE - 814-878-4400					
-	Kerr, Myriam And Kerr, Robert	FAX - 814-878-4499					· · · · · · · · · · · · · · · · · · ·
	c/o Simon Greenstone Panatier, PC	Tyson Gamble					
30	1201 Elm Street Suite 3400	Counsel EMAIL - tgamble@sgptrial.com	Litigation Settlement				\$ 900,000
	Dallas, TX 75270	PHONE - 214-276-7680					
-	United States Accenture International Limited	Julie Sweet					
	1 Grand Canal Square, Grand Canal H	Chief Executive Officer	Trada Davebla				\$ 915,000
31	Dublin, D02 P820	EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400	Trade Payable				313,000
-	Ireland	FAX - 917-527-9915 Rob Theroux					
	Kolmar Laboratories	Chief Executive Officer					
32	PO Box 12469 Newark, NJ 07101-3569	EMAIL - robert,theroux@kdc-one.com	Trade Payable				S 912,472
	United States	PHONE - 845-856-5311 FAX - 845-856-8831		***			
	Salesforce.com Inc.						
	Salesforce Tower 415 Mission Street	Marc Benioff	Tanda Davidela				· AANKA
33	3rd Floor	Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				13
	San Francisco, CA 94105 United States						
	energe energe et W.W. alice and a second energy ene			***************************************			101111283111

PHONE - 202-974-6012



Canada

22-10781-dsi Entered 06/16/2022 00:21:38 Pg 12 of 25 Filed 06/16/2022 Doc 1 Main Document

Fill in this information to identify the case and this filing:						
Debtor Name Revlon Government Sales, Inc.						
United States Bankruptcy Court for the:	Southern District of New York					
	(State)					
Case number (If known):	New York					

#### Official Form 202

#### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

#### Declaration and signature

I am the presiden	it, another c	officer, or an auth	orized agent	of the corporation;	a member	or an authorized	agent of the	partnership; or
another individua	I servina as	a representative	of the debto	r in this case.				

	I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:								
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)								
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)								
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)								
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)								
	Schedule H: Codebtors (Official Form 206H)								
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)								
	Amended Schedule								
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)								
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership  Statement								
dec	lare under penalty of perjury that the foregoing is true and correct.								
Exe	cuted on  06/15/2022  /s/ Victoria Dolan								
	MM/ DD/YYYY Signature of individual signing on behalf of debtor  Victoria Dolan								
	Printed name Chief Financial Officer								



Position or relationship to debtor

# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

**WHEREAS**, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

**WHEREAS**, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals.

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit AND) Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



## Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



## TAB H

THIS IS **EXHIBIT "H"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A Commissioner for Taking Affidavits** 

Clau B

Fill in this information to i	dentify the case:			
United States Bankruptcy Co	ourt for the:			
Southern	District of	New York		
		(State)		Check if
Case number (if known):		Chapter 11		amended

#### Official Form 201

#### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1.	Debtor's Name	Roux Properties Jackson	nville, LLC					
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	46-3691132						
4.	Debtor's address	Principal place of business			Mailing add of business	lress, if differe	ent from pr	incipal place
		5344 Overmyer Drive	5344 Overmyer Drive			ork Plaza		
		Number Street			Number	Street		
					P.O. Box			
		Jacksonville	FL	32254	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
						principal ass		rent from
					principal pi	lace of busine	SS	
		Duval						
		County			Number	Street		
					City		State	Zip Code
					,			
5	Debtor's website (URL)	www.revlon.com						
5.	Deptor a Menaite (OUC)	AA AA AA 'I Q A IOTI 'COITI						



#### Filed 06/16/2022 Main Document

Entered 06/16/2022 00:18:04 Pg 2 of 25

6. Type of debtor  Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLC)  Partnership (excluding LLP)  Other. Specify:  A. Check One:  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))  Railroad (as defined in 11 U.S.C. § 101(44))	.P))
Partnership (excluding LLP)  Other. Specify:  A. Check One:  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
7. Describe debtor's business  A. Check One:  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
7. Describe debtor's business  A. Check One:  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
7. Describe debtor's business  Health Care Business (as defined in 11 U.S.C. § 101(27A))  Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
<ul> <li>☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))</li> <li>☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))</li> </ul>	
· · · · · · · · · · · · · · · · · · ·	
☐ Railroad (as defined in 11 U.S.C. § 101(44))	
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))	
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))	
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))	
☑ None of the above	
B. Check all that apply:	
☐ Tax-exempt entity (as described in 26 U.S.C. § 501)	
<ul> <li>Investment company, including hedge fund or pooled investment vehicle (as defined in § 80a-3)</li> </ul>	า 15 U.S.C.
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	
<ul> <li>C. NAICS (North American Industry Classification System) 4-digit code that best described http://www.uscourts.gov/four-digit-national-association-naics-codes</li> <li>3159 (Apparel Accessories and Other Apparel Manufacturing)</li> </ul>	es debtor. See
8. Under which chapter of the Check One:	
Bankruptcy Code is the debtor filing?	
□ Chapter 9	
□ Chapter 11. Check all that apply:	
☐ Debtor's aggregate noncontingent liquidated debts (excluding debts affiliates) are less than \$3,024,725 (amount subject to adjustment on 3 years after that).	owed to insiders or 4/01/25 and every
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101( is a small business debtor, attach the most recent balance sh operations, cash-flow statement, and federal income tax return documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)	neet, statement of or if all of these
☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51 to proceed under Subchapter 5 of Chapter 11.	D), and it chooses
☐ A plan is being filed with this petition.	
☐ Acceptances of the plan were solicited prepetition from one or creditors, in accordance with 11 U.S.C. § 1126(b).	more classes of
☐ The debtor is required to file periodic reports (for example, 10K Securities and Exchange Commission according to § 13 or 15(d Exchange Act of 1934. File the Attachment to Voluntary Petition Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this	) of the Securities for Non-Individuals
☐ The debtor is a shell company as defined in the Securities Exchange 12b-2.	Act of 1934 Rule
□ Chapter 12	

22-10779-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:18:04 Pg 3 of 25

De	btor	Roux Properties Jackson	nville, LLC	NO THE REAL PROPERTY OF THE PR	Case Nu	ımber <i>(ıf f</i>	(nown)		
		Name							
9.	filed by	rior bankruptcy cases or against the debtor the last 8 years?	⊠ No □ Yes.	District		When	MM/DD/YYYY	Case number	
	If more separat	than 2 cases, attach a e list.		District	Anadamento di manoni in di manoni	When	MM/DD/YYYY	Case number	
10.	pendin busine	y bankruptcy cases g or being filed by a ss partner or an e of the debtor?	□ No ⊠ Yes.	Debtor District	See Rider 1 Southern District	of New Y	ork	Relationship	Affiliate
		cases, if more than 1, a separate list.			ber, if known			When	06/15/2022 MM / DD / YYYY
11,	. Why is	the case filed in <i>this</i>	Check all t	hat apply:					
	district		☐ Debto immed distric	r has had it diately prec t.	s domicile, principal eding the date of this se concerning debtor	petition o	or for a longer part	of such 180 day	
12	posses proper	ne debtor own or have esion of any real ty or personal property eds immediate on?	v c c v	Vhy does to safety. What is the lit include attentic assets. Other  Where is the	w for each property the property need in sor is alleged to pose the hazard?  Is to be physically seed the property or other options.  The property?	nmediate e a threat cured or p	attention? (Checonof imminent and identified in the value of the value	k all that apply.)  dentifiable hazar  weather.  deteriorate or le	ose value without or securities-related
			_		nsurance agency				
					ontact name hone				
		Statistical and	administrat	ive informa	ation	nach arganista dha dha dha dha dha dha dha dha dha dh		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
13		's estimation of ole funds			ble for distribution to			e for distribution	to unsecure or redirections

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Filed 06/16/2022 Main Document Entered 06/16/2022 00:18:04 Pg 4 of 25

Debtor Roux Properties Jacks	sonville, LLC	Case Number (if kn	own)	
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000		25,001-50,000 50,001-100,000 More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 r \$10,000,001-\$50 \$50,000,001-\$10 \$100,000,001-\$5	million ⊠ 0 million □	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 r \$10,000,001-\$50 \$50,000,001-\$10 \$100,000,001-\$5	million ⊠ 0 million □	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
Request for Rel	ief, Declaration, and Signatur	es		
17. Declaration and signature of authorized representative of debtor	petition.  I have been authorized to  I have examined the inform correct.  declare under penalty of perjury  Executed on 06/15/2	file this petition on behalf on the partition and had the the foregoing is true a	of the debtor.  Have a reasonable b	ted States Code, specified in this belief that the information is true and
	/s/ Victoria Dolan		Victoria	
	Title Chief Financ	ed representative of debtor	r Printed	name
18. Signature of attorney	/s/ Paul M. Basta, I Signature of attorney  Paul M. Basta Printed Name		Date	06/15/2022 MM/DD/YYYY
	Firm name	mb, Wiakion a Sakk		
	1285 Avenue of the Number	Americas Street		
	New York	oncot	N	Y 10019
	City		S	tate ZIP Code
	(212) 373-3000		<u>p</u>	basta@paulweiss.com Email address
	Contact phone		NY	Lillan audiess
	2568046 Bar number		State	S BANKRU
				(S/misum)

CHI SE

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to id	entify the case:		
United States Bankruptcy Co	ourt for the:		
South	ern District of New	/ York	
	(State)		
Case number (if known):		Chapter	11

☐ Check if this is an amended filing

## Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



#### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11	
Roux Properties Jacksonville, LLC	)	Case No. 22	()
Debtor.	)		
Dobtor.	)		

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	5344 Overmyer Drive	
Roux Laboratories, Inc.	Jacksonville, Florida	100%
	32254	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Roux Properties Jacksonville, LLC	)	Case No. 22()
	)	
Debtor.	)	

### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%



### Filed 06/16/2022 Main Document

Entered 06/16/2022 00 "T8:04" Pg 9 of 25

Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

### Official Form 204

### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims

	holders of the 50 largest unsecured claims.			VALUE AND ADDRESS OF THE SECOND STATE OF THE S	Principal Company Comp		
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	If claim is partially see	secured, fill in only un:	amount and deductio
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MM-W33C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,77
2	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,09
3	United States Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,30
	United States  Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposite@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,35
•	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Oeerfield, IL 60015 United States	Chief Executive Officer EMAIL - shansen@nchmarketing.com PHAIL - 5772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,08
b	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,83
	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,4
8	United States Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,7
	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles,andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,7
10	Cass Information Systems Inc 12444 Powerscourt Orive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,1
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MO 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@ffywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,0
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,4
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729.2
14	VPI Holding Company LLC Smolice 1 L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,3
15	Array Canada Inc	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				2 10 00 10 10 10 10 10 10 10 10 10 10 10

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	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or	If claim is partially see	secured, fill in only uns cured, fill in total claim or setoff to calculate un	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NI 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW SP4 Canada	SLawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterlield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Utigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	RAD Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S BANKER

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	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unlíquidated			Undetermined	



Entered 06/16/2022 00:18:04 Pg 12 of 25 Filed 06/16/2022 22-10779-dsj Doc 1 Main Document

Fill in this information to identify the case and this filing:  Debtor Name Roux Properties Jacksonville, LLC					
District of New York					
(State) New York					

### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



### Declaration and signature

I am the president	i, another officer	r, or an authorized	agent of the	ne corporation;	a member o	r an authorized	agent of the	partnership; or
another individual	serving as a reg	presentative of the	debtor in	this case.				

	I have examined the information in the documents checked below and I have a reasonable belief that the information is true correct:	and					
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)						
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)						
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)						
	□ Schedule H: Codebtors (Official Form 206H)						
	□ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)						
	☐ Amended Schedule						
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)						
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Owner Statement	ship					
dec	eclare under penalty of perjury that the foregoing is true and correct.						
Exe	xecuted on  06/15/2022  /s/ Victoria Dolan						
	MM/ DD/YYYY Signature of individual signing on behalf of debtor  Victoria Dolan	Edition some non-community					
	Printed name Chief Financial Officer						
	Position or relationship to debtor						



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member. Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

**WHEREAS**, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";

WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

### 1. Bankruptcy Resolutions

### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

22-10779-dsj

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the BAN Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit BAN Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement. dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to such a such actions are the provision of the Interior DIP Order to which such actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, the provision of the Interior DIP Order to which such actions are the provision of the Interior DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby.

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



### Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB I

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A Commissioner for Taking Affidavits** 

Clau B

Fill in this information to id	icinary are case.		
United States Bankruptcy Co	ourt for the:		
Southern	District of	New York	
	(	State)	
Case number (if known):		Chapter 1	11

☐ Check if this is an amended filing

### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	BrandCo CND 2020	LLC					
2.	All other names debtor used in the last 8 years	Unsub 3 2020, LLC						
	Include any assumed names, trade names, and doing business as names							1112-111
3.	Debtor's federal Employer Identification Number (EIN)	85-2417509						
4.	Debtor's address	Principal place of b	usiness		Mailing add	dress, if differ s	ent from pi	incipal place
		3411 Silverside Roa			One New Y	ork Plaza		
		Number Stree	t		Number	Street		
		Tatnall Building, #1	04					
					P.O. Box			
		Wilmington	DE	19801	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
						f principal ass lace of busine		rent from
		New Castle						
		County			Number	Street		
					City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.com						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

BY: LUNUL FATE DEPUTY CLERK



## 22-10767-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:57:05 Main Document Pg 2 of 25

De	btor BrandCo CND 2020 LL	C Case Number (if known)
	Name	
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
		□ Partnership (excluding LLP)
		□ Other. Specify:
7.	Describe debtor's business	A. Check One:
		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		☐ Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
		None of the above     ■
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		<ul> <li>Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</li> </ul>
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		<ul> <li>NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a>.</li> <li>3159 (Apparel Accessories and Other Apparel Manufacturing)</li> </ul>
8.	Under which chapter of the	Check One:
	Bankruptcy Code is the debtor filing?	☐ Chapter 7
		☐ Chapter 9
		☑ Chapter 11. Check all that apply:
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>
		□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		□ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
		☐ A plan is being filed with this petition.
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

22-10767-dsj

Doc 1

Filed 06/15/2022 Main Document Entered 06/15/2022 23:57:05 Pg 3 of 25

De		<u>andCo CND 2020 LL(</u> πe	<u>c                                     </u>		· · · · · · · · ·	Ca	ise Number <i>μ</i>	if known)		
9.	filed by or within the	bankruptcy cases against the debtor last 8 years? n 2 cases, attach a st.		No Yes.	District District		When	MM/DD/YYYY	Case number	
10.	pending o business affiliate of	inkruptcy cases r being filed by a partner or an the debtor? es, if more than 1, parate list.		No Yes.	Debtor District Case num	See Rider 1 Southern Di	strict of New	York	Relationship  When	Affiliate  06/15/2022  MM / DD / YYYY
11.	Why is the	case filed in <i>this</i>	Chi □	Debto imme distric	hat apply: or has had it diately prec	ts domicile, princeding the date	ncipal place of of this petition	or for a longer pa	art of such 180 day	district for 180 days is than in any other pending in this district.
12.	possession property of	lebtor own or have n of any real r personal property immediate		Yes. A V	Why does t  It poses safety.  What is  It needs attentic assets  Other	the property not sor is alleged to the hazard? In the beginning to be physical desperishable.	eed immediat o pose a threa  Ily secured or goods or asse , livestock, sea	e attention? (Che it of imminent and protected from the ts that could quick asonal goods, me	eck all that apply.) identifiable hazard e weather. kly deteriorate or lo	or securities-related
					□ No □ Yes. In	erty insured? surance agenc ontact name hone	y			
	Debtor's e available f		Chec ⊠ Fi	k one: unds wi	II be availal	ble for distributi			ole for distribution t	to unsecure predicts

22-10767-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:57:05 Main Document Pg 4 of 25

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petition.  I have been authorized to file I have examined the information of the informat	le this pation in that the	petition on behalf of the debtor this petition and have a reason foregoing is true and correct.	nable b	elief that the	•
Signature of authorized	·	sentative of debtor			
Signature of attorney for Paul M. Basta Printed Name PAUL, WEISS, RIFKIN Firm name 1285 Avenue of the A Number New York City (212) 373-3000 Contact phone 2568046	or debt	HARTON & GARRISON LLP  es et	NY Sta	/ ate	
	S500,001-\$1 million  Declaration, and Signature rious crime. Making a false nt for up to 20 years, or both  The debtor requests relief in petition.  I have been authorized to fi I have examined the inform correct.  re under penalty of perjury to  Executed on 06/15/20  MM/ Di   X /s/ Victoria Dolan Signature of authorize  Title Chief Financia  X /s/ Paul M. Basta, E. Signature of attorney fi  Paul M. Basta Printed Name PAUL, WEISS, RIFKII Firm name 1285 Avenue of the A Number New York City (212) 373-3000 Contact phone	Declaration, and Signatures rious crime. Making a false statement for up to 20 years, or both. 18 U The debtor requests relief in accorpetition.  I have been authorized to file this part of the examined the information in correct.  I have examined the information in correct.  The debtor requests relief in accorpetition.  I have been authorized to file this part of the examined the information in correct.  The debtor requests relief in accorpetition.  I have examined the information in correct.  The debtor requests relief in accorpetition.  I have examined the information in correct.  The debtor requests relief in accorpetition.  The debtor requests relief in accorpetition.  I have examined the information in correct.  The debtor requests relief in accorpetition.  The debtor requests relief in	\$500,001-\$1 million	S500,001-\$1 million	Declaration, and Signatures    Stool,001-\$1 million

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case	
United States Bankruptcy Court for the:	
Southern District of	
(State)	
Case number (if known):	Chapter11

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



☐ Check if this is an amended filing

COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10767-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:57:05 Main Document Pg 7 of 25

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) ) Chapter 11	
BrandCo CND 2020 LLC	) Case No. 22)	()
Debtor.	) ) )	

### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	One New York Plaza	
Beautyge I	New York, New York	100%
	10004	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

22-10767-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:57:05 Main Document Pg 8 of 25

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11		
BrandCo CND 2020 LLC	)	Case No. 22	_(	_)
Debtor.	)			

### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%



Fill in this information to identify the case:	
Debtor name: Revion Inc., et al.	٦
United States Bankruptcy Court for the: Southern District of New York	
Case number (If known):	

☐ Check if this is an amended

### Official Form 204

### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government		if the claim is fully un If claim is partially sec	d claim secured, fill in only un cured, fill in total claim or setoff to calculate u	amoun	t and deducti
North State of the			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Uns	ecured clair
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$	442,531,
	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States Verescence North America Inc.	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				ŝ	4,379,
,	Verescence NOTIN America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770-385-3500	Trade Payable				\$	4,022,
٠	Orange Die Culting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$	3,641,
	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$	2,962,
	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$	2,877,
,	Tinulti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States Englewood Lab, Inc	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$	2,419,4
3	20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$	2,337,1
	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, Nf 07828 United States Cass Information Systems Inc	Gilles Andrier Chief Executive Officer EMAIL - gifles, andrier@givaudan.com PHONE - 973-576-9500 Enc H, Brunngraber	Trade Payable				\$	2,117,
)	12444 Powerscourt Drive, 550 St Louis, MO 63131	Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable	Application of the state of the			\$	1,925,:
	Ascential Inc 1801 Porter St. 300 Baltimore MD 21230	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207 Tomás Espinosa	Trade Payable				\$	1,884,
Ì	Schwan Losmetics USA, Inc. 3302 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomas Espiriosa Chief Executive Officer EMAIL - robin,gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX 615-867-9986	Trade Payable				\$	1,896,
	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				s	1,729,2
	Smolice 1L Hala F Strykow, 95-010	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$	1,607,3
	Array carego inc 46 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				\$ 5 EAR	

		Wall Bood	nent ig to	01 20			
681	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially see	secured, fill in only unscured, fill in total claim or setoff to calculate in	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	ibotta inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States The Nielsen Company US LLC	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-751-1072 David Kenny	Trade Payable		5° VVVI dalah		\$ 1,405,103
20	675 6th Ave New York, NY 10011 United States	Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Flabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@liabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W SP4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable		12200		\$ 1,198,038
25	Premium Retail Services 618 Spirir Orive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	Palo Alto, CA 94304	Sumit Ohawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 EAX - 416-421-5025	Trade Payable			And the second s	\$ 968,578
29	Present industries in: 2425 West 238d St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4490 FAX814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert C/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Keland	Julie Sweet Chief Executive Officer EMAIL - Julie.sweet@accenture.com PHONE - 917-452-4400 EAX_917-527-9915	Trade Payable				\$ 915,000
32	ROIMAT LABORATORES PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-855-5311 FAX - 845-856-8831	Trade Payable				S 912,472
	Salesforce Tower 415 Mission Street 3rd Floor	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable	And the second s	1		S SAVAR

		Man Docan	Tone 1911	-,			
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
Title of the control			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
30	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated		2000	Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated		**********	Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Uability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Uability	Contingent, Unliquidated			Undetermined



22-10767-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:57:05 Main Document Pg 12 of 25

Fill in this information to identify the case and this filing:  Debtor Name BrandCo CND 2020 LLC			
United States Bankruptcy Court for the:	Southern District of New York		
Case number (If known):	(State) New York		
Odde Halliber (ii known).	116W JOIN		

### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

### Declaration and signature

22 12 32						
	I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.					
	ave examined the information in the documents checked below and I have a reasonable belief that the information is true and rect:					
	hedule A/B: Assets-Real and Personal Property (Official Form 206A/B)					
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)					
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)					
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)					
	Schedule H: Codebtors (Official Form 206H)					
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)					
	Amended Schedule					
Ø	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)					
Ø	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement					
dec	are under penalty of perjury that the foregoing is true and correct.					
Exe	cuted on					
	06/15/2022 /s/ Victoria Dolan					
	MM/ DD/YYYY Signature of individual signing on behalf of debtor					
	Victoria Dolan					
	Printed name Chief Financial Officer					



Position or relationship to debtor

# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member. Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Codes.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

**RESOLVED**, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weiss

22-10767-dsi

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

22-10767-dsj

further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit, Agreements, the "Credit and Security Documents"); and be it further

take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii)

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revion, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



## Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB J

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clare B

Fill in this information to identify	the case:	
United States Bankruptcy Court for		
Southern	District of New York (State)	☐ Check if this is an
Case number (if known):	Chapter 11	amended filing
Official Form 201		
Or the state of th	ition for Non-Individuals	Filing for Bankruptcy 04/2
case number (if known). Fo available.	r more information, a separate document, <i>Instruc</i>	ny additional pages, write the debtor's name and the tions for Bankruptcy Forms for Non-Individuals, is
I. Debtor's Name	Elizabeth Arden (Canada) Limited	
2. All other names debtor used in the last 8 years		
Include any assumed names, trade names, and doing business as names		
. Debtor's federal Employer Identification Number (EIN)	98-0565605	7 -
. Debtor's address	Principal place of business	Mailing address, if different from principal plac of business
	1590 South Gateway Road	One New York Plaza
	Number Street	Number Street
	Mississauga, Ontario L4W 0A8	P.O. Box
	ALASTA.	
	Canada City State Zip Code	New York NY 10004 City State Zip Code
		Location of principal assets, if different from principal place of business
	County	
	County	principal place of business  Number Street
	County	principal place of business

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

Y: MUNKUL YOUTH DEPUTY CLERK



## 22-10796-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:39:07 Main Document Pg 2 of 25

Debtor <u>Elizabeth Arden (Canada) Lir</u> Name			la) Limited Case Number (If known)
6.	Type of d	ebtor	□ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			☐ Partnership (excluding LLP)
			☐ Other. Specify:
			A. Check One:
7.	Describe	debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
			☐ Railroad (as defined in 11 U.S.C. § 101(44))
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
			☑ None of the above
			B. Check all that apply:
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
			<ul><li>Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)</li></ul>
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
			<ul> <li>NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a>.</li> <li>3159 (Apparel Accessories and Other Apparel Manufacturing)</li> </ul>
8.		ch chapter of the	Check One:
	Bankrupto debtor fili	ruptcy Code is the r filing?	☐ Chapter 7
			☐ Chapter 9
			☑ Chapter 11. Check all that apply:
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>
			☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
			□ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
			☐ A plan is being filed with this petition.
			□ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
			☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
			☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
			☐ Chapter 12

22-10796-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:39:07 Main Document Pg 3 of 25

Elizabeth Arden (Canada) Limited Debtor Case Number (If known) Were prior bankruptcy cases ⊠ No filed by or against the debtor ☐ Yes. District When Case number within the last 8 years? MM/DD/YYYY If more than 2 cases, attach a District When Case number separate list. MM/DD/YYYY 10. Are any bankruptcy cases □ No pending or being filed by a Relationship **Affiliate** Yes. Debtor See Rider 1 business partner or an affiliate of the debtor? Southern District of New York District When 06/15/2022 List all cases, if more than 1, MM / DD / YYYY attach a separate list. Case number, if known 11. Why is the case filed in this Check all that apply: district? Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district. X A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district. 12. Does the debtor own or have ☑ No possession of any real ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed. property or personal property that needs immediate Why does the property need immediate attention? (Check all that apply.) attention? It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? It needs to be physically secured or protected from the weather. П It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options). Other Where is the property? Number Street City State Zip Code Is the property insured? □ No ☐ Yes. insurance agency Contact name Phone Statistical and administrative information 13. Debtor's estimation of Check one: available funds ☑ Funds will be available for distribution to unsecured creditors. ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecure

22-10796-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:39:07 Main Document Pg 4 of 25

Debtor <u>Elizabeth Arden (Cana</u> Name	a) Limited Case Number (if known)				
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-50,000 50,001-100,000 More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
	a serious crime. Making a false		ent in connection with a bankr	uptcy cas	se can result in fines up to
17. Declaration and signature of authorized representative of debtor	petition.  I have been authorized to I have examined the inform correct.  Teclare under penalty of perjury  Executed on  06/15/2  MM/ E	file this nation in	petition on behalf of the debtor this petition and have a reason foregoing is true and correct.		ed States Code, specified in this
	/s/ Victoria Dolan Signature of authorize Title Chief Finance		sentative of debtor	<b>Victoria</b> Printed n	
18. Signature of attorney	/s/ Paul M. Basta, E Signature of attorney  Paul M. Basta Printed Name PAUL, WEISS, RIFK Firm name  1285 Avenue of the	for deb	HARTON & GARRISON LLP	Date i	06/15/2022 MM/DD/YYYY
	Number  New York  City  (212) 373-3000  Contact phone  2568046  Bar number	Stre		NY Sta pb:	

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the case:					
United States Bankruptcy Court for the:					
Southern District of New York					
	(State)				
Case number (if known):	Chapter 11				

☐ Check if this is an amended filing

## Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY		
Roux Properties Jacksonville, LLC		
SinfulColors Inc.		
RML, LLC		
PPI Two Corporation		
Revlon (Puerto Rico) Inc.		
Elizabeth Arden (UK) Ltd.		
Elizabeth Arden (Canada) Limited		
Revlon Canada Inc.		
Beautyge I		
Beautyge II, LLC		
BrandCo Almay 2020 LLC		
BrandCo Charlie 2020 LLC		
BrandCo CND 2020 LLC		
BrandCo Curve 2020 LLC		
BrandCo Elizabeth Arden 2020 LLC		
BrandCo Giorgio Beverly Hills 2020 LLC		
BrandCo Halston 2020 LLC		
BrandCo Jean Nate 2020 LLC		
BrandCo Mitchum 2020 LLC		
BrandCo Multicultural Group 2020 LLC		
BrandCo PS 2020 LLC		
BrandCo White Shoulders 2020 LLC		



22-10796-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:39:07 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11	
mile.	)	Спартег 11	
Elizabeth Arden (Canada) Limited	Ć	Case No. 22	()
	)		
Debtor.	)		
	)		

#### LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden International Holding,	200 First Stamford Place	
-	Stamford, Connecticut	100%
Inc.	06902	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

In re:	) ) Chapter 11
Elizabeth Arden (Canada) Limited	) Case No. 22((
Debtor.	) )

## CORPORATE OWNERSHIP STATEMENT

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%
ELIZABETH ARDEN INTERNATIONAL	100%
HOLDING, INC.	



Doc 1

Filed 06/16/2022 Entered 06/16/2022 00:39:07 Pg 9 of 25

l in this information to identify the case:
btor name; <u>Revion Inc., et al.</u>
ited States Bankruptcy Court for the: Southern District of New York
se number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors bolding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.	Contract Con	- Literatura de la companione de la comp	NAC WAS TO AND A STORY OF THE WAS ALRESTED AND	Designation of the control of the co		
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services,	contingent,	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim If claim is partially secured, fill in total claim amount and for value of collateral or setoff to calculate unsecured cla		amount and deduction
			and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick,prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	United States Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
4	United States Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States Englewood Lab, Inc	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 StLouis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin,gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156	Trade Payable		\$ 1 decide \$100.		\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	FAX - 615-R67-9986 Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE STATE OF

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	Name of creditor and complete mailing address, including zip code	address, Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	Amount of unsecured claim  If the claim is fully unsecured, fill in only unsecured claim amount.  If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
13	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N. Market Street Dallas, TX. 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hilliview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis i Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 37d Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SEPARES S

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 2000S-4026 United States Revion Pension Trustee Company (U.K.) Limited	Patricia Kelly Chief Financial Officer EMAI - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Greater London Hause Hampstead Raad London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark, white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Fill in this information to identify the case a	nd this filing:			
Debtor Name Elizabeth Arden (Canada) Limited				
United States Bankruptcy Court for the:	Southern District of New York			
		(State)		
Case number (If known):		New York		

### Official Form 202

## **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

	have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:				
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)				
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)				
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)				
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)				
	Schedule H: Codebtors (Official Form 206H)				
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)				
	Amended Schedule				
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)				
$\boxtimes$	Other document that requires a declaration <u>List of Equity Security Holders and Corporate Ownership Statement</u>				
l decl	are under penalty of perjury that the foregoing is true and correct.				
Exec	uted on  06/15/2022  **Js/ Victoria Dolan				
	MM/ DD/YYYY Signature of individual signing on behalf of debtor				
	Victoria Dolan  Printed name				
	Chief Financial Officer				



Position or relationship to debtor

# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";

WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals/

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "<u>Authorized Person</u>"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weissk

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



## Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB K

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B

Fill in this information to id	dentify the case:		
United States Bankruptcy Co	ourt for the:		
Southern	District of	New York	
Case number (if known):		(State) Chapter 11	<ul> <li>Check if this i amended filin</li> </ul>

#### Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	DF Enterprises, Inc	2.					
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	51-0406399						
4.	Debtor's address	Principal place of t	ousiness		Mailing add	dress, if differ s	rent from pr	incipal place
		200 First Stamford	Place		One New Y	ork Plaza		
		Number Stre	et		Number	Street		
		-			P.O. Box			
		Stamford	СТ	06902	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal as: lace of busine	sets, if diffe ess	rent from
		Fairfield						
		County			Number	Street		
					- 69			7 6 1
					City		State	Zip Code
E	Debtor's website (URL)	www.revlon.com						

THEREBY ATTEST AND CERTIFY ON U-21-22
THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

BY: MUNUL PARK DEPUTY CLERK



22-10806-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:39:06 Main Document Pg 2 of 25

De	btor	DF Enterprises, Inc.	Case Number (if known)
6.	Туре	of debtor	□ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))     □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
			<ul><li>□ Partnership (excluding LLP)</li><li>□ Other. Specify:</li></ul>
			U Other. Specify.
7.	Descri	be debtor's business	A. Check One:
	50501		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
			☐ Railroad (as defined in 11 U.S.C. § 101(44))
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
			None of the above     ■
			B. Check all that apply:
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
			☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
			<ul> <li>NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a>.</li> <li>3159 (Apparel Accessories and Other Apparel Manufacturing)</li> </ul>
8.	Under	which chapter of the	Check One:
	Bankru debtor	ptcy Code is the filing?	☐ Chapter 7
		J	☐ Chapter 9
			☑ Chapter 11. Check all that apply:
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>
			☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
			☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
			☐ A plan is being filed with this petition.
			☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
			☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
			□ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
			☐ Chapter 12

22-10806-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 01:39:06 Pg 3 of 25

De	btor <u>DF Enterprises, Inc.</u>	Case Number (If known)	
	Name		
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	⊠ No     □ Yes. District	
	If more than 2 cases, attach a separate list.	District When Case number MM/DD/YYYY	
10.	. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	□ No ☑ Yes. Debtor See Rider 1 Relationship	Affiliate
	List all cases, if more than 1,	District Southern District of New York When	06/15/2022
	attach a separate list.	Case number, if known	MM / DD / YYYY
11.	. Why is the case filed in <i>this</i>	Check all that apply:	
	district?	□ Debtor has had its domicile, principal place of business, or principal assets in this c immediately preceding the date of this petition or for a longer part of such 180 days district.	than in any other
		A bankruptcy case concerning debtor's affiliate, general partner, or partnership is p	ending in this district.
12.	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	<ul> <li>No</li> <li>Yes. Answer below for each property that needs immediate attention. Attach addition why does the property need immediate attention? (Check all that apply.)</li> <li>It poses or is alleged to pose a threat of imminent and identifiable hazard safety.</li> <li>What is the hazard?</li> <li>It needs to be physically secured or protected from the weather.</li> <li>It includes perishable goods or assets that could quickly deteriorate or lo attention (for example, livestock, seasonal goods, meat, dairy, produce, assets or other options).</li> <li>Other</li> <li>Where is the property?</li> <li>Number Street</li> </ul>	to public health or
	Statistical an	Is the property insured?  No Yes. Insurance agency Contact name Phone  administrative information	
	Januarian un		
13.	. Debtor's estimation of available funds	Check one:  ⊠ Funds will be available for distribution to unsecured creditors.  □ After any administrative expenses are paid, no funds will be available for distribution to	o unsecure por regiment

22-10806-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:39:06 Main Document Pg 4 of 25

Debtor <u>DF Enterprises, Inc.</u> Name		<del> </del>	(	Case Number (if known)		AND
14. Estimated number of creditors <sup>1</sup>		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-50,000 50,001-100,000 More than 100,000
15. Estimated assets		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
Request for Reli	ief, Dec	claration, and Signatur	es			
				nent in connection with a bank J.S.C. §§ 152, 1341, 1519, an		se can result in fines up to
17. Declaration and signature of authorized representative of		e debtor requests relief tition.	in acco	rdance with the chapter of title	e 11, Unite	ed States Code, specified in this
debtor						
462101	l h	ave been authorized to	file this	petition on behalf of the debte	or.	
	l h	ave examined the inform				elief that the information is true an
	l h					elief that the information is true an
	l ha	ave examined the inform	nation i		onable be	elief that the information is true and
	l ha cor leclare	ave examined the inform rrect.  under penalty of perjury ecuted on	nation in that the	n this petition and have a reas	onable be	elief that the information is true an
	l ha cor leclare	ave examined the inform rrect.  under penalty of perjury ecuted on	nation in	n this petition and have a reas	onable be	elief that the information is true an
	l ha cor leclare	ave examined the inform rrect. under penalty of perjury ecuted on <u>06/15/2</u> MM/ D	nation in that the	n this petition and have a reas	onable bo	
	I ha con leclare i Ex	ave examined the inform rrect.  under penalty of perjury ecuted on	nation in that the 2022 DD / YY	n this petition and have a rease e foregoing is true and correct	onable be	Dolan
	I ha con leclare i Ex	ave examined the information rect.  under penalty of perjury ecuted on 06/15/2 MM/ D	that the	n this petition and have a reast e foregoing is true and correct have a reast e foregoing is true and correct have a reast e foregoing is true and correct e f	onable be	Dolan
I d	I ha con leclare i Ex	ave examined the information rect.  under penalty of perjury ecuted on 06/15/2 MM/ D  /s/ Victoria Dolan Signature of authorize	that the cozz	e foregoing is true and correct  YY  essentative of debtor	Victoria Printed r	Dolan
I d	I hacon leclare a Ex	ave examined the information of informati	that the cozz	e foregoing is true and correct  YY  essentative of debtor	Victoria Printed r	Dolan name 06/15/2022
I d	I hacon leclare a Ex	ave examined the information of	that the 2022 DD / YY ed represial Office Esq. for deb	e foregoing is true and correct  YY  essentative of debtor	Victoria Printed r	Dolan name 06/15/2022
I d	I hacon leclare a Ex	ave examined the information of	that the RO22 DD / YY ed represial Office Esq. for deb	this petition and have a reason this petition and have a reason this petition and have a reason this petition and correct the foregoing is true and correct the foregoing is tru	Victoria Printed r	Dolan name 06/15/2022
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The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify t	he case:
United States Bankruptcy Court for t	he:
Southern Dis	trict of New York
Case number (if known):	(State)  Chapter 11
. ,	

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10806-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:39:06 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		\	
In re:		)	Chapter 11
DF Enterprises, Inc.		)	Case No. 22()
		)	
	Debtor.	)	
		Ś	

#### LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

***************************************			
In re:		)	Chapter 11
DF Enterprises, Inc.		)	Case No. 22()
	D.14	)	
	Debtor.	)	

#### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%



Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: <u>Southern District of New York</u>
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially se-	d claim secured, fill in only un- cured, fill in total claim or setoff to calculate u	amount and deduction
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651 - 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024		partially secured	or seton	\$ 442,531,77
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,09
3	United States Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,30
4	Orange Die Cutting Corp PO 2295 I Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,35
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,08
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,81
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,44
	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,79
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,71
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,12
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,04
2	Schwan Cosmetics U5A, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 EAX - 615-867-9986	Trade Payable				\$ 1,856,44
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,24
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,33
5	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE SERVICE

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



22-10806-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:39:06 Main Document Pg 12 of 25

this filling:
Southern District of New York
(State)
New York

#### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

•	correct;						
	□ Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)						
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)						
	□ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)						
	□ Schedule H: Codebtors (Official Form 206H)						
	□ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)						
	□ Amended Schedule						
$\boxtimes$		Vot Insiders					
$\boxtimes$	Other document that requires a declaration	Ownership					
decl	declare under penalty of perjury that the foregoing is true and correct.						
Exec	Executed on  06/15/2022						
	MM/ DD/YYYY Signature of individual signing on behalf of debtor						
	Victoria Dolan						
	Printed name Chief Financial Officer						
	Position or relationship to debtor						



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals/

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

## NOW, THEREFORE, BE IT:

## 1. Bankruptcy Resolutions

a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit, Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB L

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

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A** Commissioner for Taking Affidavits

Clare B

Fill in this information to ic	lentify the case:		
United States Bankruptcy Co			
Southern	District of	New York (State)	Ö
Case number (if known):		Chapter 11	

#### Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

Debtor's Name	Riros Group Inc.						
All other names debtor used in the last 8 years							
Include any assumed names, trade names, and doing business as names							
Debtor's federal Employer Identification Number (EIN)	13-4034499						
Debtor's address				Mailing ad of busines	dress, if differ s	ent from p	rincipal place
				Number	Street		
	New York	NY	10004	P.O. Box			
	City	State	Zip Code	City		State	Zip Code
	- Zenas			Location o principal p	f principal ass lace of busine	sets, if diffe	erent from
	County			Number	Street		
				City		State	Zip Code
Debtor's website (URL)	www.revlon.com						
	All other names debtor used in the last 8 years Include any assumed names, trade names, and doing business as names Debtor's federal Employer Identification Number (EIN) Debtor's address	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business Street  New York  City  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza Number Street  New York City State  New York County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza Number Street  New York  City State Zip Code  New York  County	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza Number Street  New York  New York City  New York County  New York County  New York County  City  City  City  City	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza Number Street  Number Street  New York City State Zip Code  New York County  New York County  New York City  City  City  City  City  City  City	All other names debtor used in the last 8 years  Include any assumed names, trade names, and doing business as names  Debtor's federal Employer Identification Number (EIN)  Debtor's address  Principal place of business  One New York Plaza Number Street  New York City State Zip Code  New York County  New York County  Number Street  Number Street  City State

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

BY: MINNE TALL DEPUTY CLERK



# 22-10794-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:37:31 Main Document Pg 2 of 25

De	btor Riros Group Inc.	Case Number (If known)					
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))					
		☐ Partnership (excluding LLP)					
		☐ Other. Specify:					
•							
7.	Describe debtor's business	A. Check One:					
		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))					
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))					
		☐ Railroad (as defined in 11 U.S.C. § 101(44))					
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))					
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))					
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))					
		None of the above					
		B. Check all that apply:					
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)					
		□ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)					
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))					
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> .					
		3159 (Apparel Accessories and Other Apparel Manufacturing)					
8.	Under which chapter of the Bankruptcy Code is the	Check One:					
	debtor filing?	☐ Chapter 7					
		☐ Chapter 9					
		⊠ Chapter 11. <i>Check all that apply:</i>					
		<ul> <li>□ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>					
		☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).					
		☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.					
		☐ A plan is being filed with this petition.					
		☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).					
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.					
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.					
		☐ Chapter 12					

22-10794-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:37:31 Pg 3 of 25

De	ebtor <u>Riros Gr</u>	oup Inc.			Case N	umber (if i	known)		
	Name								
9.	Were prior bank filed by or again within the last 8	st the debtor	⊠ No □ Yes.	District		When	MM/DD/YYYY	Case number	
	If more than 2 cas separate list.	ses, attach a		District		When	MM/DD/YYYY	Case number	
10	. Are any bankrup pending or being business partne affiliate of the de	g filed by a r or an	□ No ⊠ Yes.	Debtor	See Rider 1	of Nov. V		Relationship	Affiliate
	List all cases, if mattach a separate			District	Southern District	The State of the S	OJ K	When	06/15/2022 MM / DD / YYYY
11.	. Why is the case district?	filed in this	immed distric	r has had it diately prec t.	eding the date of thi	s petition o	or for a longer part	of such 180 day	district for 180 days s than in any other pending in this district.
12.	Does the debtor possession of all property or persection that needs immediate attention?	ny real onal property	v 	Why does the property of the p	he property need in sor is alleged to pose the hazard?  Is to be physically seed the sperishable good on (for example, live or other options).  The property?	mmediate se a threat cured or pr s or assets	attention? (Check of imminent and id rotected from the v s that could quickly sonal goods, meat,	k all that apply.) Ientifiable hazard veather.	
			L	Co	surance agency ontact name one				
		Statistical and	administrati		-				
13.	Debtor's estimat available funds	ion of	Check one:  ⊠ Funds wi	ll be availat	ole for distribution to			o for distribution t	o unsecure predicts

22-10794-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:37:31 Main Document Pg 4 of 25

creditors¹       □ 50-99       □ 5,001-10,000       □ 50,001-100,000         □ 100-199       □ 10,001-25,000       □ More than 100,000         □ 200-999	Debtor Riros Group Inc.		Case Number	(if known)	***************************************	
\$50,001-\$100,000   \$10,000,001-\$50 million   \$10,000,000,001-\$10 billion   \$10,0001-\$50 billion   \$50,000,001-\$10 million   \$10,000,000,001-\$10 billion   \$10,000,000,001-\$20 billion   \$10,000,000,001-\$20 billion   \$100,000,001-\$10 million   \$10,000,000,001-\$10 billion   \$100,000,001-\$10 million   \$500,000,001-\$10 million   \$500,000,000,001-\$10 billion   \$100,000,000,000,000,001-\$10 billion   \$100,000,000,000,000,000,000,000,000,000	14. Estimated number of creditors <sup>1</sup>	□ 50-99 □ 100-199	□ 5,001 <b>-</b> 10,00	0	□ 50,001	-100,000
S50,001-\$100,000   \$10,000,001-\$50 million   \$10,000,001-\$10 billion   \$10,000,001-\$10 billion   \$10,000,000,001-\$10 billion   \$10,000,000,001-\$10 billion   \$10,000,000,001-\$50 billion   \$10,000,000,001-\$50 billion   \$10,000,001-\$50 billion   \$10,000,0	15. Estimated assets	□ \$50,001-\$100,000 □ \$100,001-\$500,000	\$10,000,00° \$50,000,00°	l-\$50 million l-\$100 million	⊠ \$1,000 □ \$10,00	,000,001-\$10 billion 0,000,001-\$50 billion
VARNING Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §\$ 152, 1341, 1519, and 3571.  7. Dectaration and signature of authorized representative of debtor  The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.  I have been authorized to file this petition on behalf of the debtor.  I have examined the information in this petition and have a reasonable belief that the information is true a correct.  Executed on 06/15/2022	6. Estimated liabilities	□ \$50,001-\$100,000 □ \$100,001-\$500,000	□ \$10,000,00° □ \$50,000,00°	-\$50 million -\$100 million	⊠ \$1,000 □ \$10,00	,000,001-\$10 billion 0,000,001-\$50 billion
\$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.  7. Declaration and signature of authorized representative of debtor  The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.  I have been authorized to file this petition on behalf of the debtor.  I have examined the information in this petition and have a reasonable belief that the information is true a correct.  Executed on O6/15/2022 MM/DD/YYYY   X /s/ Victoria Dolan Signature of authorized representative of debtor  Title Chief Financial Officer  X /s/ Paul M. Basta, Esq. Date O6/15/2022 MM/DD/YYYYY  Paul M. Basta, Esq. Date O6/15/2022 MM/DD/YYYYY  Paul M. Basta Printed Name  PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Firm name  1285 Avenue of the Americas Number Street  New York New York  City State ZIP Code Email address	Request for	r Relief, Declaration, and Signatur	res			
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.  I have been authorized to file this petition on behalf of the debtor.  I have examined the information in this petition and have a reasonable belief that the information is true a correct.  I declare under penalty of perjury that the foregoing is true and correct.  Executed on 06/15/2022 MM/ DD / YYYYY   X /s/ Victoria Dolan Signature of authorized representative of debtor Printed name  Title Chief Financial Officer  X /s/ Paul M. Basta, Esq. Date 06/15/2022 MM/DD/YYYYY  Paul M. Basta Printed Name  PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  Firm name  1285 Avenue of the Americas  Number Street  New York New York  City State ZIP Code  pbasta@paulweiss.com  Email address	VARNING Bankruptcy frau	d is a serious crime. Making a false	statement in connec	ion with a bankrupt	cy case can re	esult in fines up to
* /s/ Victoria Dolan Signature of authorized representative of debtor  Title Chief Financial Officer  ** /s/ Paul M. Basta, Esq. Signature of attorney  Paul M. Basta Printed Name  PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Firm name  1285 Avenue of the Americas Number Street New York City Contact phone  Ny 10019 State ZIP Code  pbasta@paulweiss.com Email address	debtor	I have examined the inform correct.  I declare under penalty of perjury  Executed on 06/15/2	nation in this petition at that the foregoing is to the total the foregoing is to the foregoing is t	and have a reasona	ble belief that	the information is true and
Signature of attorney for debtor  Paul M. Basta Printed Name PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Firm name  1285 Avenue of the Americas Number Street  New York New York New York Signature of attorney for debtor  Ny 10019 City State ZIP Code (212) 373-3000 pbasta@paulweiss.com Contact phone  Email address		/s/ Victoria Do/an Signature of authorize	ed representative of d			
Printed Name PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Firm name  1285 Avenue of the Americas Number Street  New York NY 10019 City State ZIP Code (212) 373-3000 pbasta@paulweiss.com Contact phone Email address	8. Signature of attorney	/s/ Paul M. Basta, E		Dat	00/10/2	
Number         Street           New York         NY         10019           City         State         ZIP Code           (212) 373-3000         pbasta@paulweiss.com           Contact phone         Email address		Printed Name	IND, WHARTON & G	ARRISON LLP		
New York         NY         10019           City         State         ZIP Code           (212) 373-3000         pbasta@paulweiss.com           Contact phone         Email address		Firm name				
(212) 373-3000 pbasta@paulweiss.com  Contact phone Email address		1285 Avenue of the			············	
Contact phone Email address		1285 Avenue of the A Number New York			***************************************	
		Number New York City			State	ZIP Code
		1285 Avenue of the A Number New York City (212) 373-3000			State pbasta@p	ZIP Code aulweiss.com

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to iden		
United States Bankruptcy Court	for the:	
Southern	District of New York	
	(State)	
Case number (if known):	Chapte	er <u>11</u>

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10794-dsj	Doc 1	Filed 06/16/2022 Main Document	Entered 06/16/2022 00:37:37 Pg 7 of 25
		Main Document	PU / 01 Z3

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		- 、			
In re:		)	Chapter 11		
Riros Group Inc.		)	Case No. 22	_(	_)
		)			
	Debtor.	)			

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	One New York Plaza	
Riros Corporation	New York, New York	100%
	1001	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

22-10794-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:37:31 Main Document Pg 8 of 25

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:		)	Chapter 11
Riros Group Inc.		) )	Case No. 22()
	Debtor.	) ) )	

### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
RIROS CORPORATION	100%



Doc 1

Filed 06/16/2022 Entered 06/16/2022 00:37:31 Pg 9 of 25

Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

### Official Form 204

### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim	
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024		Jun anna, occurred		\$ 442,531,77	
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,09	
3	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,30	
4	United States Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,35	
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 6001S United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,08	
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				5 2,877,81	
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,44	
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,79	
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,71	
0	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,12	
1	Flywheel Digital LLC Ascential Inc 1801 Porter 5t, 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				S 1,884,04	
2	Schwan Cosmetics U5A, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,44	
3	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,24	
	VPI Holding Company LLC Smolice 1 L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,33	
5	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				5 TO THE SERVICE S	

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or	if the claim is fully unsecured, fill in only unsecured claim amount.  If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618	
17	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514	
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335	
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States The Nielsen Company US LLC	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072 David Kenny	Trade Payable				\$ 1,405,103	
20	New York, NY 10011 United States	Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652	
21	Fiabila USA inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227	
22	Salcedo, Stephanie c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000	
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239	
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990	Trade Payable				\$ 1,198,038	
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	FAX - 416-299-9627 Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274	
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444	
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384	
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578	
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237	
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000	
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - Julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000	
32	United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472	
33	415 Mission Street 3rd Floor	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESAMAS	

Doc 1

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald 5 Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
36	Dessen, Stanley 5 Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. 7 Address on file	Contact information on file	Non-Qualified Pension	Unfiquidated			Undetermined	
38	Engelman, Irwin B Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas 2 Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-336-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	



Entered 06/16/2022 00:37:31 Pg 12 of 25 22-10794-dsj Doc 1 Filed 06/16/2022 Main Document

Fill in this information to identify the case a	nd this filing:
Debtor Name Riros Group Inc.	
United States Bankruptcy Court for the:	Southern District of New York
	(State)
Case number (If known):	New York

### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



### Declaration and signature

I am the presiden	t, another officer	, or an authorized	agent of the	corporation; a	a member or	an authorized	agent of the	partnership; or
		presentative of the					•	•

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and

	correct:	The Finance a reasonable belief that the information is the and							
	□ Schedule A/B: Assets-Real and Personal Property (Official	Form 206A/B)							
	□ Schedule D: Creditors Who Have Claims Secured by Prope	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)							
	□ Schedule E/F: Creditors Who Have Unsecured Claims (Offi	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)							
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)								
	Schedule H: Codebtors (Official Form 206H)								
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)								
	□ Amended Schedule	Amended Schedule							
$\boxtimes$		Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)							
$\boxtimes$		of Equity Security Holders and Corporate Ownership							
decl	declare under penalty of perjury that the foregoing is true and correct.								
Exec	Executed on [	≰ /s/ Victoria Dolan							
	MM/ DD/YYYY	ignature of individual signing on behalf of debtor							
	<b>V</b>	ictoria Dolan							
	·	rinted name hief Financial Officer							



Position or relationship to debtor

# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member. Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden: (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

### NOW, THEREFORE, BE IT:

### 1. Bankruptcy Resolutions

### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit GAN) Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "CCAA Recognition Proceedings") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



## Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB M

THIS IS **EXHIBIT "M"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A** Commissioner for Taking Affidavits

Clau B-

	ited States Bankruptcy Court for the Southern Disse number (if known):  Official Form 201		lew York oter 11					
Ca	se number (if known):	(State)	0.170					
Са			oter 11					
	Official Form 201						Check if amende	this is an d filing
_	Voluntary Petit	tion for Non-	Individ	uals Fil	ing for B	ankrup	tcv	04/2
١.	Debtor's Name	Elizabeth Arden NM,	LLC					
	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3,	Debtor's federal Employer Identification Number (EIN)	46-3169592						
1.	Debtor's address	Principal place of bu	siness		Mailing addr	ess, if differe	nt from pr	incipal plac
		880 Southwest 145th	Avenue		One New Yo			
		Number Street			Number	Street		
		Suite #200			P.O. Box			
					T.O. DOX			
		Czorowa A						
		Pembroke Pines	FL State	33027 Zip Code	New York		NY State	10004 Zip Code
					New York City		State	Zip Code
					New York City Location of	principal asse	State ets, if diffe	Zip Code
		City			New York City Location of principal pla	ice of busines	State ets, if diffe	Zip Code
		City			New York City Location of	principal asse ice of busines Street	State ets, if diffe	Zip Code
		City			New York City Location of principal pla	ice of busines	State ets, if diffe	Zip Code

I HEREBY ATTEST AND CERTIFY ON THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

5. Debtor's website (URL)

DEPUTY CLERK



www.revlon.com and www.elizabetharden.com

De	btor <u>Elizabeth Arden NM, Ll</u>	LC Case Number (if known)
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
		□ Partnership (excluding LLP)
		□ Other. Specify:
		A. Check One:
7.	Describe debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		☐ Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
		☑ None of the above
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See
		http://www.uscourts.gov/four-digit-national-association-naics-codes .  3159 (Apparel Accessories and Other Apparel Manufacturing)
8,	Under which chapter of the	Check One:
	Bankruptcy Code is the debtor filing?	☐ Chapter 7
	<b>.</b>	☐ Chapter 9
		☑ Chapter 11. Check all that apply:
		□ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
		□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
		□ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
		☐ A plan is being filed with this petition.
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
		☐ Chapter 12

22-10809-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 02:01:59 Pg 3 of 25

De	ebtor <u>Elizabeth</u> Name	Arden NM, LLC				Case N	umber (If I	known)		
	Name									
9.	Were prior bankr filed by or agains within the last 8 y	t the debtor	⊠ No □ Ye		District	***************************************	When	MM/DD/YYYY	Case number	
	If more than 2 cases separate list.	es, attach a		I	District		When	MM/DD/YYYY	Case number	META-ANDREAD AND AND AND AND AND AND AND AND AND A
10	. Are any bankrupt pending or being business partner affiliate of the del	filed by a or an	□ No ⊠ Ye	es. (	Debtor	See Rider 1			Relationship	Affiliate
	List all cases, if mo	ore than 1,			District	Southern District	tor New Y	OFK	When	06/15/2022 MM / DD / YYYY
			Ol I			ibei, ii kilowii				
•	. Why is the case f district?	neu III <i>un</i> s	□ D in d	ebtor nmedia istrict.	ately pred	ts domicile, principa ceding the date of th se concerning debto	is petition o	or for a longer part	of such 180 day	
12	c. Does the debtor of possession of an property or perso that needs immedattention?	y real onal property	⊠ No □ Ye	s. Ans	It pose safety. What is It need It incluattentiassets Other  the prop No Yes. Ir	the property need it is or is alleged to possible to be stopped to be physically sedues perishable good	mmediate se a threat ecured or p	attention? (Chec. of imminent and ic rotected from the v s that could quickly sonal goods, meat	k all that apply.) dentifiable hazard weather.	ose value without or securities-related
					F	Phone			10-MH3VI-W-9001-V-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
		Statistical and	adminis	strativ	e inform	ation				
13	i. Debtor's estimati available funds		_	ds will		able for distribution to ative expenses are p			e for distribution	to unsecure prediction

22-10809-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 02:01:59 Main Document Pg 4 of 25

Debtor <u>Elizabeth Arden NM, LL</u> Name	С		C	Case Number (if known)			
14. Estimated number of creditors <sup>1</sup>		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		50,001-100	,000
15. Estimated assets		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$1,000,000 \$10,000,00	,001-\$10 billion 0,001-\$50 billion
16. Estimated liabilities		\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million		\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million			001-\$10 billion 0,001-\$50 billion
Request for Relie	f, Dec	laration, and Signature	es				
				ent in connection with a bank .S.C. §§ 152, 1341, 1519, an			in fines up to
17. Declaration and signature of authorized representative of debtor	pet I ha	ition. ave been authorized to f	file this p	dance with the chapter of title petition on behalf of the debto this petition and have a reas	or.		
		rect.	ation	rtilis petition and have a reas	onable	beller that the i	mornation is true and
I de	clare ι	under penalty of perjury	that the	foregoing is true and correct			
	Exe	ecuted on	022 D / YY)	/Y			
	×	/s/ Victoria Dolan Signature of authorize TitleChief Financi			Victori Printed	ia Dolan I name	
18. Signature of attorney	×	/s/ Paul M. Basta, E Signature of attorney		cor	Date	06/15/2022 MM/DD/YYY	Y
			IND, WI	HARTON & GARRISON LLP			
		Firm name  1285 Avenue of the A  Number	America Stre				
		New York				NY	10019
		City (212) 373-3000				State	ZIP Code
		Contact phone				obasta@paulw Email add	
		2568046		NY			
		Bar number	-	State			SBANKRU

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify	y the case:		
United States Bankruptcy Court for	r the:		
Southern D	istrict of New Y	ork (	
	(State)		
Case number (if known):		Chapter	11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

Revlon Consumer Products Corporation Almay, Inc. Art & Science, Ltd. Bari Cosmetics, Ltd. Beautyge Brands USA, Inc. Beautyge U.S.A., Inc. Charles Revson Inc. Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon Professional Holding Company LLC Riros Corporation	COMPANY
Almay, Inc.  Art & Science, Ltd.  Bari Cosmetics, Ltd.  Beautyge Brands USA, Inc.  Beautyge U.S.A., Inc.  Charles Revson Inc.  Creative Nail Design, Inc.  Cutex, Inc.  DF Enterprises, Inc.  Elizabeth Arden (Financing), Inc.  Elizabeth Arden Investments, LLC  Elizabeth Arden Travel Retail, Inc.  Elizabeth Arden USC, LLC  Elizabeth Arden, Inc.  FD Management, Inc.  North America Revsale Inc.  OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon Professional Holding Company LLC  Riros Corporation	Revlon, Inc.
Art & Science, Ltd.  Bari Cosmetics, Ltd.  Beautyge Brands USA, Inc.  Beautyge U.S.A., Inc.  Charles Revson Inc.  Creative Nail Design, Inc.  Cutex, Inc.  DF Enterprises, Inc.  Elizabeth Arden (Financing), Inc.  Elizabeth Arden Investments, LLC  Elizabeth Arden NM, LLC  Elizabeth Arden VSC, LLC  Elizabeth Arden, Inc.  FD Management, Inc.  North America Revsale Inc.  OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon International Corporation  Revlon Professional Holding Company LLC  Riros Corporation	Revlon Consumer Products Corporation
Bari Cosmetics, Ltd. Beautyge Brands USA, Inc. Beautyge U.S.A., Inc. Charles Revson Inc. Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Almay, Inc.
Beautyge Brands USA, Inc. Beautyge U.S.A., Inc. Charles Revson Inc. Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Art & Science, Ltd.
Beautyge U.S.A., Inc. Charles Revson Inc. Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Bari Cosmetics, Ltd.
Charles Revson Inc. Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Beautyge Brands USA, Inc.
Creative Nail Design, Inc. Cutex, Inc. DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Beautyge U.S.A., Inc.
Cutex, Inc.  DF Enterprises, Inc.  Elizabeth Arden (Financing), Inc.  Elizabeth Arden Investments, LLC  Elizabeth Arden NM, LLC  Elizabeth Arden Travel Retail, Inc.  Elizabeth Arden USC, LLC  Elizabeth Arden, Inc.  FD Management, Inc.  North America Revsale Inc.  OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon International Corporation  Revlon Professional Holding Company LLC  Riros Corporation	Charles Revson Inc.
DF Enterprises, Inc. Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Creative Nail Design, Inc.
Elizabeth Arden (Financing), Inc. Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Cutex, Inc.
Elizabeth Arden Investments, LLC Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	DF Enterprises, Inc.
Elizabeth Arden NM, LLC Elizabeth Arden Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Elizabeth Arden (Financing), Inc.
Elizabeth Arden Travel Retail, Inc.  Elizabeth Arden USC, LLC  Elizabeth Arden, Inc.  FD Management, Inc.  North America Revsale Inc.  OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon International Corporation  Revlon Professional Holding Company LLC  Riros Corporation	Elizabeth Arden Investments, LLC
Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Elizabeth Arden NM, LLC
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FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Elizabeth Arden USC, LLC
North America Revsale Inc.  OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon International Corporation  Revlon Professional Holding Company LLC  Riros Corporation	Elizabeth Arden, Inc.
OPP Products, Inc.  RDEN Management, Inc.  Realistic Roux Professional Products Inc.  Revlon Development Corp.  Revlon Government Sales, Inc.  Revlon International Corporation  Revlon Professional Holding Company LLC  Riros Corporation	FD Management, Inc.
RDEN Management, Inc. Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	North America Revsale Inc.
Realistic Roux Professional Products Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	OPP Products, Inc.
Revlon Development Corp. Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	RDEN Management, Inc.
Revlon Government Sales, Inc. Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Realistic Roux Professional Products Inc.
Revlon International Corporation Revlon Professional Holding Company LLC Riros Corporation	Revlon Development Corp.
Revlon Professional Holding Company LLC Riros Corporation	Revlon Government Sales, Inc.
Riros Corporation	Revlon International Corporation
	Revlon Professional Holding Company LLC
Riros Group Inc	Riros Corporation
Kitos Otoup IIIc.	Riros Group Inc.
Roux Laboratories, Inc.	Roux Laboratories, Inc.



COMPANY
Roux Properties Indeserville, LLC
Roux Properties Jacksonville, LLC SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10809-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 02:01:59 Main Document Pg 7 of 25

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		`		
In re:		)	Chapter 11	
Elizabeth Arden NM, I	LC	)	Case No. 22(_	_)
Г	Debtor.	) ) )		
_		)		

### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Elizabeth Arden NM, LLC	)	Case No. 22()
Debtor.	)	

### CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%



Entered 06/16/2022 02:01:59 Pg 9 of 25

Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

### Official Form 204

### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent,	If claim is partially see	unt of unsecured claim claim is fully unsecured, fill in only unsecured claim amount. lim is partially secured, fill in total claim amount and deduction lue of collateral or setoff to calculate unsecured claim.		
		contracts)			Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771	
2	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States Verescence North America Inc.	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093	
3	Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309	
4	United States  Orange Die Cutting Corp  PO 2295 I Favorite Ave  Newburgh, NY 12550  United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358	
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089	
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814	
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449	
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795	
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711	
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States Flywheel Digital LLC	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122	
11	Flywheel Digital LLC Ascential Inc 1801 Porter 5t, 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047	
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				\$ 1,856,440	
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242	
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - Jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336	
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S ANKAS	

Doc 1

Filed 06/16/2022 Entered 06/16/2022 52.01.59 Pg 10 of 25

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans,	Indicate if claim is contingent, unliquidated, or	Amount of unsecured claim if the claim is fully unsecured, fill in only unse If claim is partially secured, fill in total claim			
		The second secon	professional services, and government	disputed	THE RESERVE OF THE PROPERTY OF	or setoff to calculate u	Exit an experimental force of CR from the sept flow first resource and the sept of the sep	
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618	
17	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514	
18	United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335	
19	Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103	
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652	
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasník Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227	
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000	
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239	
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038	
25	Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274	
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444	
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384	
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578	
29	United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237	
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMALL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000	
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000	
32	Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472	
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 37d Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESBANKAR	

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unse If claim is partially secured, fill in total claim for value of collateral or setoff to calculate un		amount and deduction
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



ew York
(State)
New York

### Official Form 202

### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

	have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
	Schedule H: Codebtors (Official Form 206H)
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
	Amended Schedule
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership  Statement
decl	are under penalty of perjury that the foregoing is true and correct.
Exec	outed on  06/15/2022   Substitution    06/15/2022
	MM/ DD/YYYY Signature of individual signing on behalf of debtor
	Victoria Dolan
	Printed name



Chief Financial Officer

Position or relationship to debtor

# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

### NOW, THEREFORE, BE IT:

### 1. Bankruptcy Resolutions

### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB N

THIS IS **EXHIBIT "N"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A Commissioner for Taking Affidavits** 

Clau B

Fill in this information to ic	lentify the case:		
United States Bankruptcy Co	ourt for the:	New York	
Case number (if known):		(State) Chapter 11	☐ Check if this is a amended filing

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Revion Internationa	l Corporation					
	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and <i>doing</i> <i>business a</i> s names							
3.	Debtor's federal Employer Identification Number (EIN)	13-6157771						
4. Debtor's address	Debtor's address	Principal place of b			Mailing add of business	dress, if differ s	ent from pr	incipal place
		Number Street			Number	Street		
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal as lace of busin	sets, if diffe ess	erent from
		New York						
		County			Number	Street		
					City		State	Zip Code
	Debtor's website (URL)	www.revlon.com						

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: NIMILLY TO DEPUTY CLERK



# 22-10785-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:26:03 Main Document Pg 2 of 25

De	btor Revion International C	Il Corporation Case Number (If known)	
	Name		
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))	
		□ Partnership (excluding LLP)	
		☐ Other. Specify:	
_	Describe debtorie business	A. Check One:	
1.	Describe debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))	
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
		☐ Railroad (as defined in 11 U.S.C. § 101(44))	
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))	
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))	
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))	
		None of the above	
		B. Check all that apply:	
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)	
		☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)	
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See	
		http://www.uscourts.gov/four-digit-national-association-naics-codes . 3159 (Apparel Accessories and Other Apparel Manufacturing)	
8.	Under which chapter of the	Check One:	
	Bankruptcy Code is the debtor filing?	☐ Chapter 7	
		☐ Chapter 9	
		☑ Chapter 11. Check all that apply:	
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>	
		☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).	
		☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.	
		☐ A plan is being filed with this petition.	
		☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).	
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.	
		☐ Chapter 12	

22-10785-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:26:03 Main Document Pg 3 of 25

Debtor Revion International Co	orporation Case	Number (If known)	
Nume			
9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	⊠ No □ Yes. District	When Ca	ase number
If more than 2 cases, attach a separate list.	District	When Ca	ase number
10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	☐ No ☑ Yes. Debtor See Rider 1  District Southern Distri		elationship <u>Affiliate</u>
List all cases, if more than 1, attach a separate list.	Case number, if known		hen <u>06/15/2022</u> MM / DD / YYYY
11. Why is the case filed in this	Check all that apply:		
district?	Debtor has had its domicile, princip immediately preceding the date of district.		
	□ A bankruptcy case concerning deb	or's affiliate, general partner, or pa	rtnership is pending in this district.
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	<ul> <li>□ It poses or is alleged to p safety.</li> <li>What is the hazard?</li> <li>□ It needs to be physically</li> <li>□ It includes perishable go</li> </ul>	y that needs immediate attention.  Immediate attention? (Check all ose a threat of imminent and identifications are attentions of the weat ods or assets that could quickly detrestock, seasonal goods, meat, dain Number Street	that apply.)  ifiable hazard to public health or  ther.  teriorate or lose value without
		City	State Zip Code
	Is the property insured?  No Yes. Insurance agency Contact name Phone		
Statistical and	administrative information		
13. Debtor's estimation of available funds	Check one:  ⊠ Funds will be available for distribution  □ After any administrative expenses are		distribution to unsecure property

22-10785-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:26:03 Main Document Pg 4 of 25

Debtor	Revion International G	Corporation	Case Number (If know	wn)
14. Estima credito	ted number of rs <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estima	ted assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 mi \$10,000,001-\$50 n \$50,000,001-\$100 \$100,000,001-\$500	million
16. Estima	ted liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 mi \$10,000,001-\$50 n \$50,000,001-\$100 \$100,000,001-\$500	million
	Request for Re	lief, Declaration, and Signatu	res	
	\$500,000 or impriso ation and signature of ized representative of	nment for up to 20 years, or both The debtor requests relies petition.  I have been authorized to I have examined the infor correct.  declare under penalty of perjury Executed on	oth. 18 U.S.C. §§ 152, 1341, of in accordance with the chap of file this petition on behalf of smation in this petition and has been structured by that the foregoing is true and the second se	oter of title 11, United States Code, specified in this the debtor.  In a reasonable belief that the information is true and
18. Signat	ure of attorney	y /s/ Paul M. Basta, Signature of attorney  Paul M. Basta Printed Name PAUL, WEISS, RIFF Firm name 1285 Avenue of the Number New York City (212) 373-3000 Contact phone 2568046 Bar number	y for debtor  KIND, WHARTON & GARRIS  Americas  Street	Date 06/15/2022  MM/DD/YYYY  SON LLP  NY 10019 State ZIP Code  pbasta@paulweiss.com  Email address  NY  State

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information t	to identify the case:		
United States Bankruptcy	y Court for the:		
Sc	outhern District of New	York	
	(State)		
Case number (if known):		Chapter	11

☐ Check if this is an amended filing

## Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10785-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:26:03 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	)
In re:	) Chapter 11
Revlon International Corporation	) ) Case No. 22() )
Debtor.	)

#### LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Revlon Consumer Products	One New York Plaza	1000/
Corporation	New York, New York 10004	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

#### UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) )  Chapter 11
Revlon International Corporation	) Case No. 22()
Debtor.	) ) ) )

## CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

SHAREHOLDER	Approximate Percentage of Shares Held
REVLON, INC. REVLON CONSUMER PRODUCTS	100%
CORPORATION	100%



Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans,	contingent, unliquidated, or	Amount of unsecure if the claim is fully un If claim is partially see	secured, fill in only un	
			professional services, and government	disputed		or setoff to calculate u	
	The second secon		contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MM-W33C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651 - 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024	and the second s			\$ 442,531,771
	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States Verescence North America Inc.	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescene NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 37d Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States Flywheel Digital LLC	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter St. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 EAX - 615-867-9986	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1 L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - Jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - Jeasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S THE BANKS

		·	Tent 1910	~· <b>-</b> ~			
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or	If claim is partially see	d claim secured, fill in only uns cured, fill in total claim or setoff to calculate u	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. García c/o Dobs Legal LLP 302 N. Market Street Dallas, TX. 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Orive Chesterfield, MO 63005 United States	FRA: 410-29-307 Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M15 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gambie Counsel EMAIL - tgambie@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NI 07101-3569 United States Salesforce.com Inc.	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce Tower 415 Mission Street 3rd Floor	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				s SANKAR

	Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for	Indicate if claim is	Amount of unsecure	d claim	
	including zip code	email address of creditor contact	example, trade debts, bank loans, professional services, and government contracts)	contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unfiquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Fill in this information to identify the case and this filing:						
D 1 T 1 1 1 C	.•					
Debtor Name Revlon International Corporation						
United States Bankruptcy Court for the:	Southern District of New York					
	(State)					
Case number (If known):	New York					

#### Official Form 202

#### **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

	I have examined the information in the documents checked and correct:	below and I have a reasonable belief that the information is true				
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)					
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)					
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)					
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)					
	Schedule H: Codebtors (Official Form 206H)					
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)					
	Amended Schedule					
×	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)					
×	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement					
I deci	clare under penalty of perjury that the foregoing is true and c	correct.				
Exe	ocuted on 06/15/2022	🗷 /s/ Victoria Dolan				
MM/ DD/YYYY		Signature of individual signing on behalf of debtor				
		Victoria Dolan				
		Printed name Chief Financial Officer				
		Position or relationship to debtor				



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals,

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit, Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, the same of the company is authorized and empowered.

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB O

THIS IS **EXHIBIT "O"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B

Fill in this information to it	lentify the case:		
United States Bankruptcy Co			
Southern	District of	New York (State)	Charle if this
Case number (if known):		Chapter 11	☐ Check if this amended filir

#### Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Beautyge I						
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	98-4074486						
4.	Debtor's address	Principal plac			Mailing ad of busines	dress, if differen	nt from p	rincipal place
		Number	Street		Number	Street		
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal asse lace of busines	ts, if diffe s	erent from
		New York County			Number	Street		-
					City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.co	m					

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

BY: UNUL MILL DEPUTY CLERK



# 22-10801-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:54:14 Main Document Pg 2 of 25

De	btor	Beautyge I Name	Case Number (# known)					
6.	Туре	of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))					
			□ Partnership (excluding LLP)					
			□ Other. Specify:					
 7.	Doso	ribe debtor's business	A. Check One:					
١.	Desci	Describe deptor 5 pasiness	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))					
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))					
			☐ Railroad (as defined in 11 U.S.C. § 101(44))					
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))					
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))					
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))					
			None of the above     ■ Output     Description:         — A continue of the above         — A conti					
			B. Check all that apply:					
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)					
			☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)					
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))					
			C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> . 3159 (Apparel Accessories and Other Apparel Manufacturing)					
8.		which chapter of the	Check One:					
		uptcy Code is the r filing?	☐ Chapter 7					
		_	☐ Chapter 9					
			☑ Chapter 11. Check all that apply:					
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>					
			☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).					
			☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.					
			☐ A plan is being filed with this petition.					
			☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).					
			☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.					
			□ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.					
			□ Chapter 12					

22-10801-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:54:14 Pg 3 of 25

De	btor	Beautyge I								
		Name								
							117.44.74.14.44.44.44.44.44.44.44.44.44.44.44.44			-
9.		rior bankruptcy cases or against the debtor		No						
		the last 8 years?	Ы	Yes.	District		When	MM/DD/YYYY	Case number	And the second s
		than 2 cases, attach a			District		When		Case number	
	separat	e list.						MM/DD/YYYY	MA.	
10		/ bankruptcy cases		No					Relationship	Affiliate
	busine	g or being filed by a ss partner or an	×	Yes.	Debtor	See Rider 1			Neialionship	Aimate
		of the debtor?			District	Southern Dis	strict of New Yo	ork	When	0.014.5100.00
		cases, if more than 1, a separate list.			Case nu	mber, if known			vviieii	06/15/2022 MM / DD / YYYY
44	Mbuio	the age filed in this	~	111						
	district	the case filed in <i>this</i> ?	_		that apply:	ita daminila muin			-1 to 11-1-	district for 400 days
			⊠							district for 180 days is than in any other
				distri						
			⊠	A bar	nkruptcy ca	ise concerning d	ebtor's affiliate,	general partner, o	or partnership is p	pending in this district.
12	Dogs th	ne debtor own or have	57	No						
12	posses	sion of any real		No Yes. A	Answer bel	ow for each prop	erty that needs	immediate attenti	on. Attach additi	ional sheets if needed.
		ty or personal property eds immediate		,	Why does	the property ne	eed immediate	attention? (Chec	k all that apply.)	
	attentic	on?		☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or						
					safety					
						is the hazard?				A-M-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A
				١				otected from the v		
					attent		, livestock, seas	that could quickly conal goods, meat		ose value without or securities-related
				ı	☐ Other					
				,	Where is t	he property?				
							Numbe	r Street		
							City		State	Zip Code
					is the prop	perty insured?				
				1	□ No					
				1	□ Yes. I	nsurance agenc	у			
					(	Contact name				AND THE PROPERTY OF THE PROPER
					j	Phone				
								-		
en en								1/4) A - 5-1-5-1-5-1-5-1-5-1-5-1-5-1-5-1-5-1-5		
		Statistical and	l admi	inistrat	ive inform	ation				
13.	. Debtor'	s estimation of	Chec	ck one:				* , *** ***		BANKO
	availab	le funds	⊠ F	unds w	vill be avail	able for distributi	on to unsecured	d creditors.		
			□ A	fter an	y administr	ative expenses a	are paid, no fun	ds will be available	e for distribution t	to unsecure poredies.

22-10801-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:54:14 Main Document Pg 4 of 25

Debtor Beautyge I		Case Number (if known	)
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,000 □ 5,001-10,000 ⊠ 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 m \$100,000,001-\$500 r	lion ⊠ \$1,000,000,001-\$10 billion illion □ \$10,000,000,001-\$50 billion
16. Estimated liabilities	\$0-\$50,000 \$50,001-\$100,000 \$100,001-\$500,000 \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 m \$100,000,001-\$500 r	lion
Request for Rel	ief, Declaration, and Signatur	es	
WARNING Bankruptcy fraud is a \$500,000 or imprison	a serious crime、Making a false nment for up to 20 years, or bot	statement in connection with a h. 18 U.S.C. §§ 152, 1341, 15	a bankruptcy case can result in fines up to i19, and 3571.
debtor	I have examined the inform correct.  declare under penalty of perjury  Executed on 06/15/2	that the foregoing is true and o	a reasonable belief that the information is true and
	✗ /s/ Victoria Dolan		Victoria Dolan
	Signature of authorize	ed representative of debtor	Printed name
18. Signature of attorney	/s/ Paul M. Basta, E Signature of attorney		Date <u>06/15/2022</u> MM/DD/YYYY
	Firm name	IND, WHARTON & GARRISO	N LLP
	1285 Avenue of the A Number	Americas Street	
	New York City		NY 10019 State ZIP Code
	(212) 373-3000		pbasta@paulweiss.com
	Contact phone		Email address
	2568046 Bar number	St	NY ate

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the o	case:
United States Bankruptcy Court for the:	
Southern Distric	t of New York
(S	tate)
Case number (if known):	Chapter 11

☐ Check if this is an amended filing

# Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY					
Revlon, Inc.					
Revlon Consumer Products Corporation					
Almay, Inc.					
Art & Science, Ltd.					
Bari Cosmetics, Ltd.					
Beautyge Brands USA, Inc.					
Beautyge U.S.A., Inc.					
Charles Revson Inc.					
Creative Nail Design, Inc.					
Cutex, Inc.					
DF Enterprises, Inc.					
Elizabeth Arden (Financing), Inc.					
Elizabeth Arden Investments, LLC					
Elizabeth Arden NM, LLC					
Elizabeth Arden Travel Retail, Inc.					
Elizabeth Arden USC, LLC					
Elizabeth Arden, Inc.					
FD Management, Inc.					
North America Revsale Inc.					
OPP Products, Inc.					
RDEN Management, Inc.					
Realistic Roux Professional Products Inc.					
Revlon Development Corp.					
Revlon Government Sales, Inc.					
Revlon International Corporation					
Revlon Professional Holding Company LLC					
Riros Corporation					
Riros Group Inc.					
Roux Laboratories, Inc.					



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10801-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:54:14 Main Document Pg 7 of 25

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		- ,		
In re:		)	Chapter 11	
Beautyge I		)	Case No. 22	_()
	Debtor.	) )		
		)		

#### LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
	9560 Towne Centre	
Beautyge Brands USA, Inc.	Drive	100%
	San Diego, CA 92121	

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:		_ ) )	Chapter 11
Beautyge I		)	Case No. 22()
	Debtor.	) ) )	

#### **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%



Doc 1

Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended filing

#### Official Form 204

#### Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for	Indicate if claim is	Amount of unsecure	d claim	
	including zip code	email address of creditor contact	example, trade debts,	contingent,		secured, fill in only un	
			bank loans, professional services,	unliquidated, or disputed		cured, fill in total claim or setoff to calculate u	
			and government contracts)		Total claim, if	Deduction for value of collateral	
3889	US Bank, National Association	Some Assertation of the second			partially secured	or setoff	Unsecured claim
1	Global Corporate Trust Services 60 Livingston Avenue EP-MN-W33C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
	United States Hawkins Parnell & Young LLP	Eric Hawkins					
2	303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400	Trade Payable				\$ 4,379,093
	United States Verescence North America Inc.	FAX - 877-566-1529					
3	Verescene NA 900 Third Ave 4th Floor New York, NY 10022	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770 - 385-3800	Trade Payable				\$ 4,022,309
	United States Orange Die Cutting Corp	Anthony Esposito					
4	PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Chief Executive Officer EMAIL - aesposito@arangepkg.com PHONE - 845-562-0900	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015	FAX - 845-562-1020 Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399	Trade Payable				\$ 2,962,089
	United States	FAX - 847-317-0083					
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107	FAX - 212-708-7132  Zach Morrison  Chief Executive Officer  EMAIL - 2ach.morrison@tinuiti.com  PHONE - 833-846-8484	Trade Payable	, , , , , , , , , , , , , , , , , , ,			\$ 2,419,449
8	United States Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117,711
10	United States Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131	PHONE - 973-576-9500 Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com	Trade Payable				\$ 1,925,122
11	United States Flywheel Digital LLC Ascential Inc 1801 Porter St. 300	PHONE - 314-506-5500 Larry Pluimer Chief Executive Officer EMAIL - pluimer!@flywheeldigital.com	Trade Payable				\$ 1,884,047
	Baltimore, MD 21230 United States	PHONE - 206-257-8207 Tomás Espinosa Chief Executive Officer					
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	EAX - 615-867-9986  Renato Ancorotti Chief Executive Officer  EMAIL - rancorotti@ancorotticosmetics.com  PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 11 Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - Jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - Jeasselman@arraymarketing.com PHONE - 416-292-4865 FAX - 416-292-9759	Trade Payable				5 TO THE SANTER

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Filed 06/16/2022 Main Document

-	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or		secured, fill in only un cured, fill in total clain	amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	lbatta Inc 19957 Dept Ch, Ste 400 Palatine, JL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@íbotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, It. 60677-4001 United States The Nielsen Company US LLC	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW SP4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Scarborough ON M1S 4G7	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable		:		\$ 968,578
29	Praster industries inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H	Julie Sweet Chief Executive Officer EMAIL - Julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-8311 FAX - 845-856-8831	Trade Payable				\$ 912,472
	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SANKAR S S

	Name of creditor and complete mailing address, including zip code			Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			and government contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim	
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@ cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined -	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unlíquidated			Undetermined	
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-336-4112	Under Funded Pension Liability	Contingent, Unliquidated	A TO CALLED A SALES AND A SALE		Undetermined	
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	



Fill in this information to identify the case ar	nd this filing:	
Debtor Name Beautyge I		
United States Bankruptcy Court for the:	Southern District of New York	
	(State)	
Case number (If known):	New York	

#### Official Form 202

## **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

	I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:							
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)							
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)							
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)							
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)							
	Schedule H: Codebtors (Official Form 206H)							
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)							
	Amended Schedule							
⊠	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)							
$\boxtimes$	Other document that requires a declaration List of Equity Security Holders and Corporate Ownership  Statement							
l dec	lare under penalty of perjury that the foregoing is true and correct.							
Exe	cuted on							
	06/15/2022 /s/ Victoria Dolan							
	MM/ DD/YYYY Signature of individual signing on behalf of debtor							
	Victoria Dolan							
	Printed name Chief Financial Officer							
	Position or relationship to debtor							



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

#### NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

#### a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "<u>Authorized Person</u>"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

#### b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "Financial Advisor") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

#### c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions. and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements. agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

#### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



#### Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



# TAB P

THIS IS **EXHIBIT "P"** REFERRED TO IN

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

**A** Commissioner for Taking Affidavits

Clau B

Fill in this information to identify the case:							
United States Bankruptcy Co	ourt for the:						
Southern	District of	New York					
		(State)					
Case number (if known):		Chapter 11					

 Check if this is an amended filing

#### Official Form 201

### Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1.	Debtor's Name	Revion (Puerto Rico) Inc.				
2.	All other names debtor used in the last 8 years					
	Include any assumed names, trade names, and doing business as names					
3.	Debtor's federal Employer Identification Number (EIN)	66-0242704				
4.	Debtor's address	Principal place of business	Mailing add of business	lress, if differe	ent from pr	incipal place
		McConnell Valdes	One New Y	ork Plaza		
		Number Street 270 Munoz Rivera Avenue	Number	Street		
		270 Munoz Rivera Avende	P.O. Box			
		Hato Rey, Puerto Rico 00918	New York		NY	10004
		City State Zip Code	City		State	Zip Code
				f principal ass ace of busine		rent from
		County	Number	Street		
			City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.com				

THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK,US BANKRUPTCY COURT,SDNY

BY: WINNE FOR DEPUTY CLERK



22-10790-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:32:23 Main Document Pg 2 of 25

Debtor		Revion (Puerto Rico) Inc.		Case Number (if known)
		Name		
6.	Type o	of debtor	□ Corporation (including)	ng Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			☐ Partnership (excludi	ng LLP)
			☐ Other. Specify:	
			***********	
7.	Descri	ibe debtor's business	A. Check One:	
•			☐ Health Care Bu	siness (as defined in 11 U.S.C. § 101(27A))
			☐ Single Asset Re	eal Estate (as defined in 11 U.S.C. § 101(51B))
			☐ Railroad (as de	fined in 11 U.S.C. § 101(44))
			☐ Stockbroker (as	s defined in 11 U.S.C. § 101(53A))
			☐ Commodity Bro	ker (as defined in 11 U.S.C. § 101(6))
			☐ Clearing Bank	(as defined in 11 U.S.C. § 781(3))
			None of the about	ove
			B. Check all that a	ррју:
			☐ Tax-exempt en	tity (as described in 26 U.S.C. § 501)
			☐ Investment con § 80a-3)	npany, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C.
			☐ Investment adv	isor (as defined in 15 U.S.C. § 80b-2(a)(11))
			http://www.usc	American Industry Classification System) 4-digit code that best describes debtor. See courts.gov/four-digit-national-association-naics-codes.  I Accessories and Other Apparel Manufacturing)
8.	Under	which chapter of the	Check One:	
	Bankru	Under which chapter of the Bankruptcy Code is the debtor filing?	☐ Chapter 7	
	acbioi	ming:	☐ Chapter 9	
			☑ Chapter 11. Ca	heck all that apply:
			С	Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
			С	The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
				The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.
				A plan is being filed with this petition.
			Ε	Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
			С	The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
			С	The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
			☐ Chapter 12	BANKA

22-10790-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:32:23 Pg 3 of 25

De	ebtor <u>Re</u> Na	vlon (Puerto Rico) In	с			Case N	umber (if i	known)		
	Na	ne								
9.	filed by or	bankruptcy cases	⊠ □	No Yes.	District		When		Case number	
	If more tha	last 8 years? n 2 cases, attach a			District		When	MM/DD/YYYY	Case number	
	separate li	51.		***************************************				MM/DD/YYYY	•	
10	pending o business	inkruptcy cases r being filed by a partner or an		No Yes.	Debtor	See Rider 1			Relationship	Affiliate
		the debtor?			District	Southern District	of New Y	ork	When	0014510000
	List all cas attach a se	es, if more than 1, parate list.			Case num	nber, if known			vviieii	06/15/2022 MM / DD / YYYY
11	. Why is the	case filed in <i>this</i>	Chi	eck all	that apply:					
	district?					ts domicile, prin <b>c</b> ipal	place of b	usiness, or princip	al assets in this	district for 180 days
				imme distric		ceding the date of thi	s petition o	or for a longer part	of such 180 day	s than in any other
			⊠			se concerning debto	's affiliate,	general partner, c	r partnership is <sub>l</sub>	pending in this district.
12	possession property of	lebtor own or have n of any real r personal property immediate		Yes. A	Why does to the safety.  What is the safety.  What is the safety.  It need to the safety.  Other	the property need in sor is alleged to possible the hazard?  s to be physically sed des perishable good	mmediate se a threat cured or p s or assets	attention? (Checon of imminent and identified in the value of the valu	k all that apply.) dentifiable hazard weather.	ose value without or securities-related
				1	Is the prop	erty insured?				
					□ No					
					☐ Yes. Ir	nsurance agency				
						Contact name				
					۲	hone			Verif 144-144.000.000 A. 144-144.000.000 A. 144-144.000.000 A. 144-144.000.000 A. 144-144.000.000.000.000.000	
35 B S									· · · · · · · · · · · · · · · · · · ·	
		Statistical and	admi	inistra	tive inform	ation 				
13	. Debtor's e available t	stimation of	Chec	ck one:						65 BANKRUA
	avanable	unuə				ble for distribution to ative expenses are p			e for distribution	to unsecure por edimes!

22-10790-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:32:23 Main Document Pg 4 of 25

Debtor Revion (Puerto Ricc Name	o) Inc.		Case Number (if known)		
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-50,000 50,001-100,000 More than 100,000
15. Estimated assets	\$0-\$50,000 \$50,001-\$100 \$100,001-\$50 \$500,001-\$1	00,000	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
16. Estimated liabilities	\$0-\$50,000 \$50,001-\$100 \$100,001-\$50	0,000	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million		\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
Request for R	Relief, Declaration, and	Signatures			
WARNING Bankruptcy fraud i \$500,000 or impris	is a serious crime. Makin sonment for up to 20 year	ng a false statem rs, or both. 18 U	ent in connection with a bankru J.S.C. §§ 152, 1341, 1519, and	otcy cas 3571.	se can result in fines up to
	correct.		Tillis petition and have a reason	iable be	elief that the information is true and
	I declare under penalty o	of perjury that the 06/15/2022 MM/ DD / YY	e foregoing is true and correct.		
	Executed on  /s/ Victoria Signature of	06/15/2022 MM/ DD / YY	YY Vesentative of debtor P	ictoria rinted r	
	/s/ Victoria Signature of Title Chie	06/15/2022 MM/ DD / YY a Dolan authorized repre	YY  esentative of debtor  per	rinted r	
	/s/ Victoria Signature of Title Chie  /s/ Paul M. Signature of Paul M. Bas Printed Nam PAUL, WEIS Firm name	06/15/2022  MM/ DD / YY  a Dolan authorized repre f Financial Office  Basta, Esq. attorney for deb	vesentative of debtor P cer  tor  HARTON & GARRISON LLP	rinted r	o6/15/2022
	/s/ Victoria Signature of Title Chie  /s/ Paul M. Signature of  Paul M. Bas Printed Nam PAUL, WEIS Firm name 1285 Avenu Number	MM/ DD / YY  a Dolan authorized repres f Financial Office  Basta, Esq. attorney for deb  ata e  SS, RIFKIND, W	vesentative of debtor P cer  tor  HARTON & GARRISON LLP	ate	ame  06/15/2022  MM/DD/YYYY
	/s/ Victoria Signature of Title Chie  /s/ Paul M. Signature of Paul M. Bas Printed Nam PAUL, WEIS Firm name 1285 Avenu	06/15/2022  MM/ DD / YY  a Dolan  authorized repres f Financial Office  Basta, Esq. attorney for debuta e  SS, RIFKIND, W  e of the America	vesentative of debtor P cer  tor  HARTON & GARRISON LLP	rinted r	ame  06/15/2022  MM/DD/YYYY  10019
	/s/ Victoria Signature of Title Chie  /s/ Paul M. Signature of  Paul M. Bas Printed Nam PAUL, WEIS Firm name 1285 Avenu Number New York City (212) 373-30	06/15/2022  MM/ DD / YY  a Dolan authorized repres f Financial Office  Basta, Esq. attorney for deb  eta e SS, RIFKIND, W e of the Americ Stre	vesentative of debtor P cer  tor  HARTON & GARRISON LLP	ate  NY Sta	06/15/2022  MM/DD/YYYY   10019  ate ZIP Code  asta@paulweiss.com
18. Signature of attorney	/s/ Victoria     Signature of     Title Chie      /s/ Paul M.     Signature of     Paul M. Bas     Printed Nam     PAUL, WEIS     Firm name     1285 Avenu     Number     New York     City	06/15/2022  MM/ DD / YY  a Dolan authorized repres f Financial Office  Basta, Esq. attorney for deb  eta e SS, RIFKIND, W e of the Americ Stre	vesentative of debtor P cer  tor  HARTON & GARRISON LLP	ate  NY Sta	06/15/2022  MM/DD/YYYY  10019  ate ZIP Code

Official Form 201

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to id	entify the case		
United States Bankruptcy Co	ourt for the:		
Southern	n District of Ne	w York	
	(State)		
Case number (if			
known):	7-7-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Chapter	11

☐ Check if this is an amended filing

Rider 1
Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10790-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:32:23 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

TO THE TOTAL PROPERTY OF THE SEASON OF THE S		~ )			
In re:		)	Chapter 11		
Revlon (Puerto Rico)	Inc.	)	Case No. 22	(	_)
		)			
	Debtor.	)			
		)			

#### LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held	
	One New York Plaza		
Revlon International Corporation	New York, New York	100%	
_	10004		

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	l I	Chapter 11		
Revlon (Puerto Rico) In	c. )	l I	Case No. 22	_(	_)
	)	l I			
D	ebtor.	ı			
	)				

## **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%
REVLON INTERNATIONAL	100%
CORPORATION	



Doc 1

## Filed 06/16/2022 Main Document

Entered 06/16/2022 00:32:23 Pg 9 of 25

Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

☐ Check if this is an amended

## Official Form 204

## Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	holders of the 50 largest unsecured claims.						
	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecur If claim is partially secured, fill in total claim amo for value of collateral or setoff to calculate unsecu		amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651- 466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	United States Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770 - 385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	FAX - 845-562-1020 Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 137h Street 37d Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United Stales	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter 5t. 300 Baltimore, MD 21230 United States	Larry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156	Trade Payable				\$ 1,856,440
13	Ancorotti Cosmetics Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	FAX - 615-867-9986  Renato Ancorotti Chief Executive Officer  EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	VPI Holding Company LLC Smolice 1 L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,336
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE STATE OF

	Name of creditor and complete mailing address, including zip code			Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			and government contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah.Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618	
17	lbotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514	
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335	
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103	
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767 Pierre Missnik	Trade Payable				\$ 1,361,652	
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Chief Executive Officer EMAIL - pmiasnik@fiabila.com, PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227	
22	Salcedo, Stephanie c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000	
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239	
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038	
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274	
	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444	
	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384	
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025 Dennis J Prischak	Trade Payable				\$ 968,578	
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237	
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000	
21	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000	
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472	
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SANKAR	

	Name of creditor and complete mailing address, including zip code  Name, telephone number, and email address of creditor contact		Nature of the claim (for example, trade debts, bank loans, professional services, and government		Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.			
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim	
34	L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined	
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unlíquidated			Undetermined	
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
46	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined	
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly.patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	



Fill in this information to identify the case a	nd this filing:					
Debtor Name Revlon (Puerto Rico) Inc.						
United States Bankruptcy Court for the:	Southern District of New York					
	(State)					
Case number (If known):	New York					

## Official Form 202

## **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

	3011301.							
	□ Schedule A/B: Assets-Real and Personal Property (Office	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	Schedule D: Creditors Who Have Claims Secured by Pr	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)						
	□ Schedule E/F: Creditors Who Have Unsecured Claims (	Official Form 206E/F)						
	□ Schedule G: Executory Contracts and Unexpired Lease	s (Official Form 206G)						
	□ Schedule H: Codebtors (Official Form 206H)							
	□ Summary of Assets and Liabilities for Non-Individuals (€	Official Form 206Sum)						
	☐ Amended Schedule							
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who I (Official Form 204)	Have the 50 Largest Unsecured Claims and Are Not Insiders						
$\boxtimes$	Other document that requires a declaration L  Statement							
decl	eclare under penalty of perjury that the foregoing is true and correct							
Exec	xecuted on 06/15/2022	🗷 /s/ Victoria Dolan						
	MM/ DD/YYYY	Signature of individual signing on behalf of debtor						
		Victoria Dolan						
		Printed name Chief Financial Officer						
		Position or relationship to debtor						



## Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

**WHEREAS**, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals.

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

## NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

## a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "<u>Authorized Person</u>"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

## b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

## c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit ANN) Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

## 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

#### 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



## Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



## Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



## Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



## TAB Q

THIS IS **EXHIBIT "Q"** REFERRED TO IN

AFFIDAVIT OF MARLEIGH DICK, SWORN

BEFORE ME OVER VIDEO CONFERENCE

THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B-

ill in this information to id	dentify the case:		
United States Bankruptcy Co		NauvVerlo	
Southern	District of	New York (State)	☐ Check if th
Case number (if known):		Chapter11	amended f

## Official Form 201

## Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1.	Debtor's Name	Elizabeth Arden (Fi	nancing), Inc.					
2.	All other names debtor used in the last 8 years							
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	80-0048222						
4.	Debtor's address	Principal place of t	Principal place of business			lress, if differ	ent from pr	incipal place
		200 First Stamford Place			One New York Plaza			
		Number Stre	et		Number	Street		
				-	P.O. Box			
		Stamford	СТ	06902	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
						f principal ass ace of busine		erent from
		Fairfield						
		County			Number	Street		
					City		State	Zip Code
5.	Debtor's website (URL)	www.revlon.com an	d www.elizabetha	arden.com				

I HEREBY ATTEST AND CERTIFY ON. THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

US BANKRUPTCY COURT, SDNY

DEPUTY CLERK



De	btor <u>Elizabeth Arden (Finan</u>	ing), Inc. Case Number (If known)					
6.	Type of debtor	□ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))					
		□ Partnership (excluding LLP)					
		Other. Specify:					
		A. Check One:					
7.	Describe debtor's business	☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))					
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))					
		☐ Railroad (as defined in 11 U.S.C. § 101(44))					
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))					
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))					
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))					
		None of the above					
		B. Check all that apply:					
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)					
		☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)					
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))					
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a> . 3159 (Apparel Accessories and Other Apparel Manufacturing)					
8.	Under which chapter of the	Check One:					
٠.	Bankruptcy Code is the debtor filing?	☐ Chapter 7					
	debtor ming:	☐ Chapter 9					
		☐ Chapter 11. Check all that apply:					
		<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).</li> </ul>					
		☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).					
		☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.					
		☐ A plan is being filed with this petition.					
		Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).					
		☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.					
		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.					
		☐ Chapter 12					

22-10807-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 01:47:11 Pg 3 of 25

Debtor Elizabeth Arden (Financing), Inc. Case Number (if known)								
	Name							
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?		District		When	MM/DD/YYYY	Case number	
	If more than 2 cases, attach a separate list.		District		When	MM/DD/YYYY	Case number	
10	D. Are any bankruptcy cases pending or being filed by a business partner or an	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	affiliate of the debtor?		District	Southern District of	of New Y	ork	When	06/15/2022
	List all cases, if more than 1, attach a separate list.		Case num	nber, if known			VVIICII	MM / DD / YYYY
11	. Why is the case filed in <i>this</i>	Check all	that apply:		Andreas Agreement State Security State Security			
	district?	☐ Debto	or has had it	ts domicile, principal p				
		imme distric		eding the date of this	petition o	or for a longer part	of such 180 day	s than in any other
		⊠ A bar	nkruptcy cas	se concerning debtor's	affiliate,	general partner, o	or partnership is p	pending in this district.
12	2. Does the debtor own or have possession of any real property or personal propert that needs immediate attention?	Yes. A	Why does t  It poses safety.  What is  It needs  It inclustantic assets  Other	w for each property the che property need imms or is alleged to pose the hazard?  Is to be physically sected desperishable goods on (for example, livest or other options).	mediate a threat ured or poor	attention? (Checonof imminent and identified in the value of the value	k all that apply.)  dentifiable hazard  weather.  deteriorate or lo	ose value without or securities-related
			 □ No □ Yes. In C	erty insured?  Insurance agency  Insurance agenc				
	Statistical a	nd administrat	tive informa	ation				
13	3. Debtor's estimation of	Check one:						SBANKRO
	available funds			ble for distribution to unative expenses are pai			e for distribution	to unsecure poredings

22-10807-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:47:11 Main Document Pg 4 of 25

Debtor <u>Elizabeth Arden (Fina</u> Name	ncing), Inc.	Case Numb	PET (If known)	
14. Estimated number of creditors <sup>1</sup>	□ 1-49 □ 50-99 □ 100-199 □ 200-999	□ 1,000-5,0- □ 5,001-10,0 ⊠ 10,001-25	000 🗆	. ,
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	□ \$10,000,0 □ \$50,000,0	11-\$10 million	\$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	□ \$10,000,0 □ \$50,000,0 □ \$100,000,	01-\$50 million 01-\$100 million	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
	lief, Declaration, and Signatu  a serious crime. Making a fals		ection with a bankruntey ca	ase can result in fines un to
17. Declaration and signature of authorized representative of debtor	petition.  I have been authorized to I have examined the infor correct.  declare under penalty of perjur  Executed on	file this petition on to mation in this petition in this petition by that the foregoing in	pehalf of the debtor.  In and have a reasonable to strue and correct.  Victoria	ited States Code, specified in this belief that the information is true and a Dolan
	Signature of authorize Chief Finance	·	f debtor Printed	name
18. Signature of attorney	/s/ Paul M. Basta, Signature of attorney Paul M. Basta Printed Name PAUL, WEISS, RIFF Firm name 1285 Avenue of the Number	y for debtor  KIND, WHARTON &		06/15/2022 MM/DD/YYYY
	New York   City   (212) 373-3000   Contact phone   2568046   Bar number		S	IY 10019 State ZIP Code  basta@paulweiss.com Email address

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to iden	tify the case:		
United States Bankruptcy Court	for the:		
Southern	District of New York		
Case number (if known):	(State) Char	nter	11
Case Humber (il knowin).	Onap	3161	<del></del>

## Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10807-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:47:11 Main Document Pg 7 of 25

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	) )	Chapter 11	
Elizabeth Arden (Financing), Inc.	) )	Case No. 22	()
Debtor.	)		

## LIST OF EQUITY SECURITY HOLDERS<sup>1</sup>

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

<sup>&</sup>lt;sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

## UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	\	
In re:	) Chapter 11	
Elizabeth Arden (Financing), Inc.	) Case No. 22	()
	)	
Debtor.	)	
	, )	

## **CORPORATE OWNERSHIP STATEMENT**

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
ELIZABETH ARDEN, INC.	100%



## 

Fill in this information to identify the case:	Share Marketing	STATE OF THE STATE	Z.3084
Debtor name: Revion Inc., et al.			
United States Bankruptcy Court for the: Southern District of New York			
Case number (If known):			

☐ Check if this is an amended filing

#### Official Form 204

## Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are **Not Insiders**

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

Name of creditor and complete mailing address		Nature of the claim (for	Indicate if claim is	Amount of unsecure	l claim	
including zip code	email address of creditor contact	example, trade debts, bank loans, professional services,	contingent, unliquidated, or disputed	if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
		and government				
		contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
US Bank, National Association						- i
Global Corporate Trust Services 60 Livingston Avenue	Rick Prokosch EMAIL - rick.prokosch@usbank.com					
EP-MN-WS3C	PHONE - 651- 466-3000	6.25% Senior Notes due 2024				\$ 442,531,771
St. Paul, MN 55107-2292	FAX - 6S1-466-7430					
United States Hawkins Parnell & Young LLP	Eric Hawkins					
303 Peachtree St. NE	Partner					
2 Ste 4000	EMAIL - ehawkins@hpylaw.com	Trade Payable				\$ 4,379,093
Atlanta, GA 30308-3243	PHONE - 312-667-8400 FAX - 877-566-1529					
United States Verescence North America Inc.						
Verescene NA 900 Third Ave	Ashok Sudan					
4th Floor	President EMAIL - ashock, sudan@verescence.com	Trade Payable				\$ 4,022,309
New York, NY 10022	PHONE - 770- 385-3800					
United States	Anthony Esposito					
Orange Die Cutting Corp PO 2295 1 Favorite Ave	Chief Executive Officer					
Newburgh, NY 12550	EMAIL - aesposito@orangepkg.com	Trade Payable				\$ 3,641,358
United States	PHONE - 845-562-0900					
NCU Marketing Foreigns Inc	FAX - 845-562-1020 Scott Hansen					
NCH Marketing Services, Inc. _ 155 N. Pfingsten Road, Suite 200	Chief Executive Officer					
Deerfield, IL 6001S	EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399	Trade Payable				\$ 2,962,089
United States	FAX - 847-317-0083					
International Flavors & Fragrances	Andreas Fibig					
600 State Highway 36	Chief Executive Officer EMAIL - andreas.fibig@iff.com	Trade Payable				5 2,877,814
Hazlet, NJ 07730	PHONE - 732-264-4500	17202 1 0 1 0 1 0 1				2,017,02
United States Tinuiti, Inc	FAX - 212-708-7132					
121 S. 13Th Street	Zach Morrison					
7 3rd Floor	Chief Executive Officer EMAIL - zach.morrison@tinuiti.com	Trade Payable				\$ 2,419,449
Philadelphia, PA 19107	PHONE - 833-846-8484					
United States Englewood Lab, Inc	Henry Cho					***************************************
8 20 Campus Road	Chief Executive Officer	Trade Payable				\$ 2,337,795
Totowa, NJ 07512 United States	EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	,				, ,
Givaudan Fragrances Corp	Gilles Andrier					
9 300 Waterloo Valley Road	Chief Executive Officer	Trade Payable				\$ 2,117,71:
Mt. Olive, NJ 07828 United States	EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500					,
Cass Information Systems Inc	Eric H. Brunngraber					
0 12444 Powerscourt Drive, 550 St Louis, MO 63131	Chief Executive Officer EMAIL - cmreardon@cassinfo.com	Trade Payable				\$ 1,925,122
United States	PHONE - 314-506-5500					
Flywheel Digital LLC	Larry Pluimer					
Ascential Inc 1 1801 Porter St. 300	Chief Executive Officer	Trade Payable				\$ 1,884,047
Baltimore, MD 21230	EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	1,000,000				2,55 ,611
United States	Tomás Espinosa					
	Chief Executive Officer					
Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy	EMAIL -					
Mufreesboro, TN 37127	robin.gabriesheski@schwancosmeticsusa.co	Trade Payable				\$ 1,856,440
United States	m PHONE - 615-396-9156					
	FAX - 615-867-9986					
Ancorotti Cosmetics	Renato Ancorotti					
3 Via Dell'Industria 22 26013 Crema (Cr), Cremona,	Chief Executive Officer	Trade Payable				\$ 1,729,242
Italy	EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113					
VPI Holding Company LLC	Jamie Egasti		<u> </u>			
Carallan at their E	Executive Chairman	Trade Payable				\$ 1,607,336
Strykow, 95-010	EMAIL - jamieegasti@vpi-inc.com					1,007,336
Poland	PHONE - 312-255-4800					BANKA
Array Canada Inc	Jeffrey K. Casselman Chief Executive Officer					47 47
5 45 Progress Ave. 5 Toronto, ON M1P 2Y6	EMAIL - jcasselman@arraymarketing.com	Trade Payable				s Thankan
FOTOIRO, ON INITE 210	PHONE - 416-299-4865	i				1 6 11 32 11
Canada	FAX - 416-292-9759			!	l	[ [a, ] ] [ [Wester [ ] ]

	Name of creditor and complete mailing address, including zip code incl						
	including zip code	email address of creditor confact	example, trade debts, bank loans, professional services, and government	contingent, unliquidated, or disputed	If claim is partially see		amount and deduction
			contracts)		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah. Larkin@brookfieldproperties.com PHONE - 212-417-7300	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627	Trade Payable				\$ 1,198,038
25	Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States VMWARE, Inc.	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318	Trade Payable				\$ 1,065,274
26	VMWARE, Inc. 3401 Hillview Ave. Palo Alto, CA 94304 United States	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28	Crystal Claire 165 Milner Ave Scarborough, ON M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400 FAX - 814-878-4499	Trade Payable				\$ 925,237
30	Kerr, Myriam And Kerr, Robert c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-8311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESBANAS

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured, fill in total claim for value of collateral or setoff to calculate un		amount and deduction
			contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
36	Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
37	Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
38	Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
39	Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
40	Fox, William J. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
41	Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
42	Greff, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
43	Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unlíquidated			Undetermined
44	Laurenti, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
45	Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
1	Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
47	Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
48	Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly,patricia@pbgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
49	Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Entered 06/16/2022 01:47:11 Pg 12 of 25 22-10807-dsj Doc 1 Filed 06/16/2022 Main Document

Fill in this information to identify the case and this filing:			
Debtor Name Elizabeth Arden (Financing), Inc.			
United States Bankruptcy Court for the:	Southern District of New York		
	(State)		
Case number (If known):	New York		

## Official Form 202

## **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document. and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



#### Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and

	correct:	and Thave a reasonable belief that the information is the and	
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)		
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)		
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)		
	Schedule H: Codebtors (Official Form 206H)		
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)		
	Amended Schedule		
$\boxtimes$	Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)		
$\boxtimes$		of Equity Security Holders and Corporate Ownership	
decl	declare under penalty of perjury that the foregoing is true and correct.		
Exe	Executed on 06/15/2022	🗷 /s/ Victoria Dolan	
	MM/ DD/YYYY	Signature of individual signing on behalf of debtor  Victoria Dolan	
		Printed name Chief Financial Officer	
	-	Position or relationship to debtor	



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

**WHEREAS**, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

## NOW, THEREFORE, BE IT:

#### 1. Bankruptcy Resolutions

## a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

## b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

## c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit RANK Agreements, the "Credit and Security Documents"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "<u>UCC</u>") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

### 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "<u>CCAA Recognition Proceedings</u>") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

## 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

[Remainder of Page Intentionally Blank]



# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



# Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC





THIS IS **EXHIBIT "R"** REFERRED TO IN
AFFIDAVIT OF MARLEIGH DICK, SWORN
BEFORE ME OVER VIDEO CONFERENCE
THIS 23<sup>rd</sup> DAY OF JUNE, 2022.

A Commissioner for Taking Affidavits

Clau B-

#### Entered 06/16/2022 00:12:45 Pg 1 of 25 Filed 06/16/2022 Main Document 22-10776-dsj Doc 1

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	Debtor's Name	Roux Laboratories, In	c.				
	All other names debtor used in the last 8 years						
	Include any assumed names, trade names, and doing business as names						
3.	Debtor's federal Employer Identification Number (EIN)	13-1537427					
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		5344 Overmyer Drive		32254 Zip Code	One New York Plaza Number Street  P.O. Box		
1.		5344 Overmyer Drive Number Street  Jacksonville	FL		of business One New York Plaza Number Street P.O. Box New York	NY State	10004 Zip Code
1.		5344 Overmyer Drive Number Street  Jacksonville City  Duval	FL		One New York Plaza Number Street  P.O. Box  New York  City  Location of principal	NY State al assets, if diffe	10004 Zip Code
1		5344 Overmyer Drive Number Street  Jacksonville City	FL		One New York Plaza Number Street  P.O. Box  New York  City  Location of principal principal place of but	NY State al assets, if diffe	10004 Zip Code

I HEREBY ATTEST AND CERTIFY ON 62 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

DEPUTY CLERK



De	btor	Roux Laboratories, Inc.	Case Number (If known)	<del></del>
6.	Type	of debtor		
			Partnership (excluding LLP)	
			☐ Other. Specify:	·····
			A. Check One:	
7.	Describe debtor's business		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))	
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))	
			☐ Railroad (as defined in 11 U.S.C. § 101(44))	
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))	
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))	
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))	
			☑ None of the above	
			B. Check all that apply:	
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)	
			☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)	
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	
			<ul> <li>C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. So <a href="http://www.uscourts.gov/four-digit-national-association-naics-codes">http://www.uscourts.gov/four-digit-national-association-naics-codes</a>.</li> <li>3159 (Apparel Accessories and Other Apparel Manufacturing)</li> </ul>	iee
8.	. Under which chapter of the		Check One:	
	Bankruptcy Code is the debtor filing?	☐ Chapter 7		
			☐ Chapter 9	
			☑ Chapter 11. Check all that apply:	
			<ul> <li>Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insid affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and 3 years after that).</li> </ul>	ders or I every
			□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the c is a small business debtor, attach the most recent balance sheet, statement operations, cash-flow statement, and federal income tax return or if all of documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).	ent of
			The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it ch to proceed under Subchapter 5 of Chapter 11.	nooses
			☐ A plan is being filed with this petition.	
			Acceptances of the plan were solicited prepetition from one or more class creditors, in accordance with 11 U.S.C. § 1126(b).	ses of
			□ The debtor is required to file periodic reports (for example, 10K and 10Q) will Securities and Exchange Commission according to § 13 or 15(d) of the Sec Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Indiv Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	curities
			☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 12b-2.	4 Rule
			☐ Chapter 12	NKA

22-10776-dsj

Doc 1

Filed 06/16/2022 Main Document Entered 06/16/2022 00:12:45 Pg 3 of 25

De	btor	Roux Laboratories, Inc.				Case N	ımber (#1	(nown)		
		Name								
9.	filed by	rior bankruptcy cases or against the debtor the last 8 years?		No Yes.	District		When	MM/DD/YYYY	Case number	
	If more separat	than 2 cases, attach a e list.			District	and according to the state of t	When	MM/DD/YYYY	Case number	
10.	pendin busine	y bankruptcy cases g or being filed by a ss partner or an e of the debtor?		No Yes.	Debtor	See Rider 1			Relationship	Affiliate
	List all	cases, if more than 1, a separate list.			District Case num	Southern District		огк	When	06/15/2022 MM / DD / YYYY
14		•	Ch	ock all						-
11.	districi	the case filed in <i>this</i> ?		Debto imme distric	ediately preci ct.	s domicile, principal eding the date of thi	s petition o	or for a longer part	of such 180 day	
12	posses proper	ne debtor own or have esion of any real ty or personal property eds immediate on?			Why does t  It poses safety. What is lt needs attentic assets Other  Where is the proper No Yes. In	he property need in sor is alleged to possible the hazard?  In the hazard?  In the hazard?  In the hazard?  In the hazard?	mmediate se a threat cured or p s or assets	attention? (Chec of imminent and ic rotected from the v s that could quickly sonal goods, meat	k all that apply.) dentifiable hazard weather. y deteriorate or k	ose value without or securities-related
		Statistical and	adm	inistra	tive informa	ation				
13		's estimation of ble funds	⊠ F		vill be availa	ble for distribution to tive expenses are p			e for distribution	to unsecure of Holland

22-10776-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:12:45 Main Document Pg 4 of 25

Debtor Roux Laboratories,	, Inc.	Case Number (# known	1)
14. Estimated number of creditors <sup>1</sup>	☐ 1-49 ☐ 50-99 ☐ 100-199 ☐ 200-999	□ 1,000-5,000 □ 5,001-10,000 図 10,001-25,000	☐ 25,001-50,000 ☐ 50,001-100,000 ☐ More than 100,000
15. Estimated assets	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 million \$10,000,001-\$50 million \$50,000,001-\$100 million \$100,000,001-\$500 million	lion ⊠ \$1,000,000,001-\$10 billion illion □ \$10,000,000,001-\$50 billion
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 milli \$10,000,001-\$50 mil \$50,000,001-\$100 m \$100,000,001-\$500 i	lion ⊠ \$1,000,000,001-\$10 billion illion □ \$10,000,000,001-\$50 billion
Request for I	Relief, Declaration, and Signatu	res	
	correct.  I declare under penalty of perjury  Executed on 06/15/2	y that the foregoing is true and	e a reasonable belief that the information is true and correct.
	/\$/ VICTORIA DOIAN	red representative of debtor	Victoria Dolan Printed name
		siai Omoci	
18. Signature of attorney	/s/ Paul M. Basta, Signature of attorney Paul M. Basta Printed Name	Esq.	Date <u>06/15/2022</u> MM/DD/YYYY
18. Signature of attorney	Signature of attorney  Paul M. Basta  Printed Name	Esq. / for debtor (IND, WHARTON & GARRISC	MM/DD/YYYY
18. Signature of attorney	Paul M. Basta Printed Name PAUL, WEISS, RIFK Firm name 1285 Avenue of the	Esq. / for debtor (IND, WHARTON & GARRISC Americas	MM/DD/YYYY
18. Signature of attorney	Paul M. Basta Signature of attorney  Paul M. Basta Printed Name PAUL, WEISS, RIFK Firm name 1285 Avenue of the Number New York	Esq. / for debtor (IND, WHARTON & GARRISC Americas	MM/DD/YYYY  ON LLP  NY 10019

The Debtors' estimated assets, liabilities, and number of creditors noted here are provided on a consolidated basis.

Fill in this information to identify the cas	ie:	
United States Bankruptcy Court for the:		
Southern District o		
(State Case number (if known):	) Chapter 11	☐ Check if this is ar amended filing

# Rider 1 Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the entities listed below (collectively, the "<u>Debtors</u>") filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

COMPANY
Revlon, Inc.
Revlon Consumer Products Corporation
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge U.S.A., Inc.
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.
FD Management, Inc.
North America Revsale Inc.
OPP Products, Inc.
RDEN Management, Inc.
Realistic Roux Professional Products Inc.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revion International Corporation
Revlon Professional Holding Company LLC
Riros Corporation
Riros Group Inc.
Roux Laboratories, Inc.



COMPANY
Roux Properties Jacksonville, LLC
SinfulColors Inc.
RML, LLC
PPI Two Corporation
Revlon (Puerto Rico) Inc.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden (Canada) Limited
Revlon Canada Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
BrandCo White Shoulders 2020 LLC



22-10776-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:12:45 Main Document Pg 7 of 25

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	***************************************
In re:	) ) Chapter 11
Roux Laboratories, Inc.	) Case No. 22()
Debtor.	) ) )

## LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Beautyge U.S.A., Inc.	5344 Overmyer Drive Jacksonville, Florida 32254	100%

<sup>1</sup> This list serves as the required disclosure by the Debtors pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Chapter 11 Cases.

# UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
Roux Laboratories, Inc.	) )	Case No. 22(
Debtor.	) ) )	

# CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholder	Approximate Percentage of Shares Held
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS	100%
CORPORATION	
BEAUTYGE U.S.A., INC.	100%



Entered 06/16/2022 00:12:45 Pg 9 of 25

Fill in this information to identify the case:
Debtor name: Revion inc., et al.
United States Bankruptcy Court for the: Southern District of New York
Case number (If known):

Check if this is an amended

# Official Form 204

# Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 50 Largest Unsecured Claims and Are

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case, Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

the holders of the 50 largest unsecured claims.		1				
Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for		Amount of unsecure		
including zip code	email address of creditor contact	example, trade debts,			secured, fill in only un	
		bank loans,			cured, fill in total clair	
	a formation of the second of the second	professional services,	disputed		collateral or setoff to	calculate unsecured 🦠
		and government		elaim.		
	and the second of the control of	contracts)		9.420.557.580.547.28(50)	Deduction for	
	Control of the contro			Total claim, if	value of collateral	
Page 2 to the Barrier Barrier of the control of				partially secured	or setoff	Unsecured claim
US Bank, National Association						
Global Corporate Trust Services	Rick Prokosch					
60 Livingston Avenue	EMAIL - rick.prokosch@usbank.com	6.25% Senior Notes due				\$ 442,531,771
EP-MN-WS3C	PHONE - 651- 466-3000	2024				
St. Paul, MN 55107-2292 United States	FAX - 651-466-7430					
Hawkins Parnell & Young LLP	Eric Hawkins					
303 Peachtree St. NE	Partner					
Ste 4000	EMAIL - ehawkins@hpylaw.com	Trade Payable				\$ 4,379,093
Atlanta, GA 30303-3243	PHONE - 312-667-8400					
United States	FAX - 877-566-1529					
Verescence North America Inc.						
Verescene NA	Ashok Sudan					-
900 Third Ave	President	Trade Payable				\$ 4,022,305
4th Floor	EMAIL - ashock.sudan@verescence.com					
New York, NY 10022 United States	PHONE - 770- 385-3800					
Ottree States	Anthony Esposito					
Orange Die Cutting Corp	Chief Executive Officer					
PO 2295 1 Favorite Ave	EMAIL - aesposito@orangepkg.com	Trade Payable				\$ 3,641,35
Newburgh, NY 12550 United States	PHONE - 845-562-0900					
United States	FAX - 845-562-1020					
NCH Marketing Services, Inc.	Scott Hansen	*				
155 N. Pfingsten Road, Suite 200	Chief Executive Officer	Trade Payable				\$ 2,962,08
Deerfield, IL 60015	EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399	(rage rayable				2,,,,,,,
United States	FAX - 847-317-0083					i
	Andreas Fibig					
International Flavors & Fragrances	Chief Executive Officer					
500 State Highway 36 Hazlet, NJ 07730	EMAIL - andreas.fibig@iff.com	Trade Payable				\$ 2,877,81
United States	PHONE - 732-264-4500					
	FAX - 212-708-7132					
Tinuiti, Inc 121 S. 13Th Street	Zach Morrison					
3rd Floor	Chief Executive Officer	Trade Payable				\$ 2,419,44
Philadelphia, PA 19107	EMAIL - zach.morrison@tinuiti.com				•	
United States	PHONE - 833-846-8484					
Englewood Lab, Inc	Henry Cho					
20 Campus Road	Chief Executive Officer	Trade Payable				\$ 2,337,79
Totowa, NJ 07512	EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267					
United States	Gilles Andrier		<u></u>			
Givaudan Fragrances Corp 300 Waterloo Valley Road	Chief Executive Officer					
Mt. Olive, NJ 07828	EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117,71
United States	PHONE - 973-576-9500					
Cass Information Systems Inc	Eric H, Brunngraber					
12444 Powerscourt Drive, 550	Chief Executive Officer	Trade Payable				\$ 1,925,12
St Louis, MO 63131	EMAIL - cmreardon@cassinfo.com					·
United States	PHONE - 314-506-5500					
Flywheel Digital LLC Ascential Inc	Larry Pluimer					
1801 Porter St. 300	Chief Executive Officer	Trade Payable			1	\$ 1,884,04
Baltimore, MD 21230	EMAIL - pluimerl@flywheeldigital.com PHONE - 205-257-8207	,				
United States	FROME + 200"237-0207					
	Tomás Espinosa					
Schwan Cosmetics USA, Inc.	Chief Executive Officer	-				1
3202 Elam Farms Pkwy	EMAIL -	Tenda Davable	and the same of th			\$ 1,856,44
Mutreesboro, TN 37127	robin,gabriesheski@schwancosmeticsusa.c om	I I I I I I I I I I I I I I I I I I I	A STATE OF THE STA			1,030,44
United States	PHONE - 615-396-9156	1			1	BANKO
	FAX - 615-867-9986					43/70
Ancorotti Cosmetics	Renato Ancorotti					(1) (1) (2)
Via Dell'Industria 22	Chief Executive Officer					
26013 Crema (Cr), Cremona,	EMAIL -	Trade Payable			'	19/ Trenspression
Italy	rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113					W SEAL SO
	h 11014E - 2-120-100-1112	I	L	<u> </u>	J	<u> </u>

Name of creditor and complete mailing address, Name, telephone number, and Nature of the claim (for Indicate if claim is Amount of unsecured claim email address of creditor contact example, trade debts, including zip code contingent, if the claim is fully unsecured, fill in only unsecured claim amount. bank loans, unliquidated, or If claim is partially secured, fill in total claim amount and professional services. disputed deduction for value of collateral or setoff to calculate unsecured and government contracts) Deduction for Total claim, if value of collateral partially secured or setoff Unsecured claim VPI Holding Company LLC Jamie Egasti Smolice 1L Hala 8 Executive Chairman Trade Payable 1.607.336 EMAIL - jamieegasti@vpi-inc.com Strykow, 95-010 Poland HONE - 312-255-4800 Jeffrey K. Casselman Array Canada Inc Chief Executive Officer 45 Progress Ave. EMAIL - jcasselman@arraymarketing.com Trade Pavable 1,478,924 Toronto, ON M1P 2Y6 PHONE - 416-299-4865 Canada AX - 415-292-9759 Jeremiah Larkin One NY Plaza Co LLC Executive Vice President, Director of 250 Vesey Street Leasing 16 15th Floor Trade Payable 1.465.618 EMAIL -New York, NY 10281 Jeremiah.Larkin@brookfieldproperties.con United States PHONE - 212-417-7100 lbotta Inc Bryan Leach 19957 Dept Ch, Ste 400 Chief Executive Officer Trade Payable 1,440,514 Palatine, IL 60055-9957 EMAIL - bryan.feach@ibotta.com United States PHONE - 720-984-2781 Steven R. Boat Quotient Technology Inc Chief Executive Officer PO Box 204472 EMAIL - steven.boal@quotient.com Trade Payable 1,408,335 Dallas, TX 75320-4472 PHONE - 650-605-4600 United States FAX - 650-605-4600 Commission Junction Mayuresh Kshetramade 4140 Solutions Center Chief Executive Officer Trade Payable 1,405,103 Chicago, IL 60677-4001 EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072 United States The Nielsen Company US LLC David Kenny Chief Executive Officer 675 6th Ave Trade Payable 1,361,652 New York, NY 10011 EMAIL - david.kenny@nielsen.com United States PHONE - 617-320-5767 Pierre Miasnik Fiabíla USA Inc. Chief Executive Officer 106 iron Mountain Road EMAIL - pmiasnik@fiabila.com. Trade Payable 1,357,227 Mine Hill, NJ 07803 PHONE - 973-659-9510 United States FAX - 973-659-6504 Salcedo, Stephanie Estate of Theresa M. Garcia Amin M. Omar c/o Dobs Legal LLP Partner 1,125,000 Litigation Talc Settlement 302 N Market Street EMAIL - aomar@dobslegal.com Dallas, TX 75202 PHONE - 214-722-5990 United States Gilbert Ghostine Firmenich Chief Representative 250 Plainsboro Road EMAIL - kirra.thomas@firmenich.com Trade Payable 1.220.239 Plainsboro, NJ 08536 PHONE - 212-489-4800 United States FAX - 212-980-4312 S Lawrence Davis Shorewood Corporation of Canada Ltd. Chief Executive Officer PO Box 4232 EMAIL - Idavis@shorewoodgrp.com Trade Payable 1,198,038 Toronto, ON MSW SP4 PHONE - 416-292-3990 Canada FAX - 416-299-9627 Premium Retail Services Brian Travers 618 Spirit Drive Chief Executive Officer Trade Payable 1,065,274 Chesterfield, MO 63005 EMAIL - btravers@premiumretail.com United States PHONE - 800-800-7318 VMWARE, Inc. Sumit Dhawan 3401 Hillview Ave. President, Chief Customer Officer Trade Pavable 1 079 444 Palo Aito, CA 94304 EMAIL - sdhawan@vmware.com PHONE - 408-221-5025 United States Valassis Communications Inc. Victor Nichols 90469 Collection Center Drive Chief Executive Officer Trade Pavable 1.010.384 Chicago, IL 60693 EMAIL - victor.nichols@uk.experian.com United States PHONE - 866-250-9689 Roger Hwang Crystal Claire Chief Executive Officer 165 Milner Ave EMAIL - rogerh@crystalclaire.com Trade Payable 968,578 Scarborough, ON M1S 4G7 PHONE - 416-421-1882 Canada FAX - 416-421-5025 Dennis J Prischak Plastek Industries Inc. Chief Executive Officer 2425 West 23Rd St EMAIL - prischakd@plastekgroup.com Trade Payable Erie, PA 16506 PHONE - 814-878-4400 United States FAX - 814-878-4499

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts,	contingent,	if the claim is fully un	secured, fill in only un	
		bank loans, professional services, and government	disputed	If claim is partially se deduction for value of claim.		
		contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured clair
Kerr, Myriam And Kerr, Robert r/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Talc Settlement				\$ 900,0
Accenture International Limited I Grand Canal Square, Grand Canal H Dublin, DO2 P820 reland	Julie Sweet Chief Executive Officer EMAIL - Julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,0
Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,4
Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$ 875,2
Beauty Care Professional Products Participations, S.A. 33 Boulevard Prince Henri L-1724 Luxembourg	Emanuela Brero EMAIL - ebrero@cvc.com	Purchase Price Adjustment	Contingent, Unliquidated			Undetermined
Dassin, Gerald Address on file	Contact Information on file	Non-Qualified Pension	Unliquidated			Undetermined
Dessen, Stanley Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Draper, Robert E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Engelman, Irwin Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Fellows, George Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Fox, William I. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Gedeon, Harvey Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Grell, Douglas Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Kretzman, Robert K. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Laurenti, Giorgio L. Address on lile	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Levin, Jerry W. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Nichols III, Wade H. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Shapiro, Paul E. Address on file	Contact information on file	Non-Qualified Pension	Unliquidated			Undetermined
Pension Benefit Guaranty Corporation PO 2295 1 Favorite Ave N.W. Suite 340 Washington, DC, DC 20005-4026 United States	Patricia Kelly Chief Financial Officer EMAIL - kelly, patricia@phgc.gov PHONE - 703-448-0461 FAX - 202-326-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 70X United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined SANKO
Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 656 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-5012	Under Funded Pension Liability	Contingent, Unliquidated			

Entered 06/16/2022 00:12:45 Pg 12 of 25 22-10776-dsi Filed 06/16/2022 Doc 1 Main Document

Fill in this information to identify the case and Debtor Name Roux Laboratories, Inc.	nd this filing:
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(State) New York
The same and the s	

# Official Form 202

# **Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.



### Declaration and signature

am the president	t, another officer,	or an authorized	agent of the c	orporation; a	member or a	n authorized a	agent of the p	artnership; o
another individual	serving as a rep	resentative of the	debtor in this	case.				

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and

	correct:						
	☐ Schedule A/B: Assets-Real and Personal Property (Official	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)					
	☐ Schedule D: Creditors Who Have Claims Secured by Prope	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)					
	☐ Schedule E/F: Creditors Who Have Unsecured Claims (Offi	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)					
	☐ Schedule G: Executory Contracts and Unexpired Leases (C	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)					
	☐ Schedule H: Codebtors (Official Form 206H)	Schedule H: Codebtors (Official Form 206H)					
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)						
	□ Amended Schedule	Amended Schedule					
$\boxtimes$		Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insider (Official Form 204)					
$\boxtimes$	Other document that requires a declaration List     Statement     ■ List     ■	of Equity Security Holders and Corporate Ownership					
deci	declare under penalty of perjury that the foregoing is true and correct.						
Exec	Executed on 06/15/2022	🗷 /s/ Victoria Dolan					
	MM/ DD/YYYY	Signature of individual signing on behalf of debtor					
		Victoria Dolan					
		Printed name Chief Financial Officer					
		Position or relationship to debtor					



# Omnibus Resolutions of the Revlon Group Companies and their Respective Governing Bodies

WHEREAS, (i) each of the entities listed on Exhibit A attached hereto (collectively, the "Delaware Corporations") is a Delaware corporation managed by a board of directors (collectively, the "Delaware Boards"); (ii) each of the entities listed on Exhibit B attached hereto (collectively, the "New York Corporations") is a New York corporation managed by a board of directors (collectively, the "New York Boards"); (iii) each of the entities listed on Exhibit C attached hereto (the "Beautyge SPVs") is a Delaware limited liability company managed by Beautyge I (as defined below); (iv) Revlon Professional Holding Company LLC ("RPHC") is a Delaware limited liability company managed by a board of managers (the "RPHC Board"); (v) RML, LLC ("RML") is a Delaware limited liability company managed by its sole member, Revlon International Corporation; (vi) Art & Science, Ltd. ("Art & Science") is an Illinois corporation managed by a board of directors (the "Art & Science Board"); (vii) Creative Nail Design, Inc. ("Creative Nail") is a California corporation managed by a board of directors (the "Creative Nail Board"); (viii) Elizabeth Arden, Inc. ("Elizabeth Arden") is a Florida corporation managed by a board of directors (the "Elizabeth Arden Board"); (ix) each of Elizabeth Arden Investments, LLC, Elizabeth Arden USC, LLC and Elizabeth Arden NM, LLC (the "Elizabeth Arden LLCs") is a Delaware limited liability company managed by Elizabeth Arden; (x) Roux Properties Jacksonville, LLC ("Roux Properties") is a Florida limited liability company managed by a board of managers (the "Roux Properties Board"); (xi) Revlon (Puerto Rico) Inc. ("Revlon (Puerto Rico)") is a Puerto Rico corporation managed by a board of directors (the "Revlon (Puerto Rico) Board"); (xii) Revlon Canada Inc. ("Revlon Canada") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Revlon Canada Board"); (xiii) Elizabeth Arden (Canada) Limited ("Elizabeth Arden Canada" and together with Revlon Canada, the "Canadian Companies") is a corporation organized under the Canada Business Corporations Act managed by a board of directors (the "Elizabeth Arden Canada Board" and, together with the Revlon Canada Board, the "Canadian Boards"); (xiv) Elizabeth Arden (UK) Ltd. ("Elizabeth Arden UK") is a private limited company incorporated in England and Wales managed by a board of directors (the "Elizabeth Arden UK Board"); and (xv) Beautyge I ("Beautyge I") is an exempted company limited by shares incorporated in the Cayman Islands managed by a board of directors (the "Beautyge I Board");

WHEREAS, the Delaware Corporations, the New York Corporations, the Beautyge SPVs, RPHC, RML, Art & Science, Creative Nail, Elizabeth Arden, the Elizabeth Arden LLCs, Roux Properties, Revlon (Puerto Rico), the Canadian Companies, Elizabeth Arden UK and Beautyge I are referred to collectively herein as the "Revlon Group Companies";

WHEREAS, the Delaware Boards, the New York Boards, the RPHC Board, the Art & Science Board, the Creative Nail Board, the Elizabeth Arden Board, the Roux Properties Board, the Revlon (Puerto Rico) Board, the Canadian Boards, the Elizabeth Arden UK Board and the Beautyge I Board are referred to collectively herein as the "Boards";



WHEREAS, as used herein with respect to action by any Board, the term "Official Capacity" means action by such Board on behalf of the Revlon Group Company of which it is the board of directors or managers, as applicable, and/or (a) in the case of the Elizabeth Arden Board, in its capacity as the Board of Elizabeth Arden, acting in its capacity as the sole member and manager of each of the Elizabeth Arden LLCs, (b) in the case of the Beautyge I Board, in its capacity as the Board of Beautyge I, acting in its capacity as the "Member" of each of the Beautyge SPVs (as defined in their respective limited liability company agreements (the "SPV LLC Agreements")), (c) in the case of the board of directors of Revlon International Corporation, in its capacity as the Board of Revlon International Corporation, acting in its capacity as the sole member and manager of RML, LLC, and (d) in the case of the board of directors of Beautyge Brands USA, Inc. (the "Beautyge Brand Board"), in its capacity as the Beautyge Brand Board, acting in its capacity as the sole shareholder of Beautyge I;

WHEREAS, any plural term defined herein in reference to a collective shall, when used in the singular, refer to any one of such collective;

WHEREAS, each Board is adopting the resolutions set forth below in its Official Capacity with respect to each applicable Revlon Group Company;

WHEREAS, (i) pursuant to Section 9(d) of each of the SPV LLC Agreements, the actions set forth below under heading 1 (the "Specified Resolutions") require for their authorization, in addition to the approval of the Beautyge I Board in its Official Capacity in respect of such Beautyge SPV, the written consent of such Beautyge SPV's "Independent Manager" (as defined in its SPV LLC Agreement), (ii) Mr. Michael Reinhold, an employee of Corporate Creations Network Inc. (the registered agent of each of the Beautyge SPVs), is currently appointed as the Independent Manager of each Beautyge SPV and, accordingly, (iii) the Independent Manager has executed and delivered a written consent to the actions approved by the Specified Resolutions (such consent, the "Independent Manager Consent");

WHEREAS, the Boards have reviewed and considered the financial and operational condition of their respective Revlon Group Companies and of the Revlon Group Companies as a whole, including (which word, for all purposes of these resolutions, shall be interpreted to be followed by the words, "without limitation") the historical performance of the Revlon Group Companies, the assets of the Revlon Group Companies, the current and long-term liabilities of the Revlon Group Companies, and relevant industry and credit market conditions, and have considered various alternatives in respect of such matters;

WHEREAS, the Boards have received, reviewed, and considered the recommendations of, and the materials presented by, the senior management of their respective Revlon Group Company and such Revlon Group Company's legal, financial, and other outside professional advisors as to the financial condition of the Revlon Group Companies, as a whole, and the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Part IV of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA");

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need to employ individuals and/or firms as counsel, professionals

consultants or financial advisors to represent and assist each Revlon Group Company in carrying out its duties in connection with the chapter 11 cases under the Bankruptcy Code and the CCAA;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need for financing in connection with the chapter 11 cases under the Bankruptcy Code, and have determined that it is in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, for certain of the Revlon Group Companies and certain of their subsidiaries and affiliates to enter into the DIP Credit Agreements (as defined below) and one or more related agreements and amendments thereto with the financial institutions from time to time party thereto, pursuant to which the Revlon Group Companies will obtain post-petition debtor-in-possession financing to fund their chapter 11 cases and grant the liens, including the priming liens, required thereby;

WHEREAS, the Boards have reviewed and considered the Revlon Group Companies' collective need under the DIP Documents (as defined below) to provide adequate protection to the Secured Lenders (as defined below) in exchange for the ability for the Revlon Group Companies to use certain cash collateral that is security for the Secured Lenders party to certain of the Revlon Group Companies' prepetition debt agreements;

WHEREAS, the Boards have reviewed and considered the need for the Revlon Group Companies to take certain actions in order to perfect any lien or security interest granted under the Interim DIP Order (as defined below) or any of the Credit and Security Documents (as defined below);

WHEREAS, the Boards have reviewed and considered the need for Authorized Persons (as defined below) to take further actions to carry out the intent and purpose of the following resolutions, perform the obligations of each Revlon Group Company under the Bankruptcy Code and pay fees and expenses in connection with the transactions contemplated by the below resolutions; and

WHEREAS, the Boards have reviewed and considered certain actions that may have previously been taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matter set forth in the below resolutions;

# NOW, THEREFORE, BE IT:

# 1. Bankruptcy Resolutions

# a. Chapter 11 Filings

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company file a voluntary petition for relief (the "Petition" and, together with the similar petitions by all other Revlon Group Companies, the "Petitions") and commence a case (collectively, the "Bankruptcy Cases") under chapter 11 of the Bankruptcy Code.

in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, directs and empowers any officer or other authorized person of any of the Revlon Group Companies (each, an "Authorized Person"), acting in the name and on behalf of such Revlon Group Company, to (i) execute and verify the Petition as well as all other ancillary documents, and to cause the Petition to be filed with the Bankruptcy Court, and to make or cause to be made prior to the execution thereof, any modifications to the Petition or ancillary documents, and (ii) execute, verify, and file or cause to be filed all of the petitions, schedules, lists, and other motions, objections, replies applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary in connection with the foregoing; and be it further

RESOLVED, that in connection with the filing of the Petitions, each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby (i) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to engage in discussions and negotiations with all stakeholders in order to prosecute the Bankruptcy Cases, (ii) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Bankruptcy Court any motions, pleadings, and any other documents to be performed or agreed to by such Revlon Group Company that are reasonably necessary for prosecution of and in connection with the proceedings of the Bankruptcy Cases (collectively, the "Ancillary Documents"), and (iii) authorizes and directs the Authorized Persons, in the name and on behalf of such Revlon Group Company, to execute and deliver (with such changes, additions, and modifications thereto as the Authorized Persons executing the same shall approve, such approval to be conclusively evidenced by such Authorized Persons' execution and delivery thereof) each of the Ancillary Documents to which such Revlon Group Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Revlon Group Company to perform its obligations thereunder; and be it further

## b. Retention of Professionals

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ certain individuals and/or firms as counsel, professionals, consultants or financial advisors to such Revlon Group Company as such Authorized Person, or any one of them, may deem advisable, appropriate, convenient, desirable or necessary to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to the filing of the Petition and to cause to be filed appropriate applications for authority to retain the services of such individuals and firms; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of Paul, Weisse

Rifkind, Wharton & Garrison LLP ("Paul, Weiss") to represent such Revlon Group Company as chapter 11 counsel and to represent and assist such Revlon Group Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance such Revlon Group Company's rights, including the preparation of pleadings and filings in the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of Paul, Weiss; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ the law firm of MoloLamken, LLC ("MoloLamken") to represent such Revlon Group Company as conflicts counsel and provide certain legal services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of MoloLamken; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "<u>Financial Advisor</u>") to represent such Revlon Group Company and provide certain financial advisory services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition, and to cause to be filed an appropriate application for authority to retain the services of the Financial Advisor; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Alvarez & Marsal North America, LLC (the "Consultant") to represent such Revlon Group Company and provide consulting services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Consultant; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety, including entry into an agreement (the "CRO Agreement") among the Revlon Group Companies and the Consultant, to provide management services to the Revlon Group Companies; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ Kroll, LLC (the "Claims Agent") to represent such Revlon Group Company and provide notice and claims agent services to such Revlon Group Company with regard to the Bankruptcy Cases; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Revlon Group Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Petition and to cause to be filed an appropriate application for authority to retain the services of the Claims Agent; provided, that any prior actions taken in connection therewith are hereby ratified in their entirety; and be it further

# c. Post-Petition Financing

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that it is desirable and in the best interests of such Revlon Group Company, its equity holders, its creditors as a whole, and other parties in interest, that such Revlon Group Company shall be, and hereby is, authorized to obtain and/or provide senior secured superpriority postpetition financings (the "DIP Financings") on the terms and conditions of the proposed debtor in possession credit agreements (the "DIP Credit Agreements"), which terms and conditions shall include any intercompany debtor-in-possession financing arrangements, whether evidenced by a separate credit agreement, the Interim DIP Order or otherwise, among, as applicable, the applicable Borrowers, the Guarantors, the financial institutions from time to time party thereto as lenders (the "DIP Lenders"), the administrative agents and collateral agents (in such capacities, the "DIP Agents" and each, individually, a "DIP Agent"), and other agents and entities from time to time party thereto substantially in the forms presented to such Board on or prior to the adoption of this resolution, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons to enter into, execute, deliver and perform the transactions, and any and all other agreements, instruments and documents deemed necessary or desirable to evidence and secure the obligations under the DIP Financing on the terms set forth in the Credit and Security Documents (as defined herein), including without limitation, any loan or credit agreements, promissory notes, deeds of trust, mortgages, deeds to secure debt, security agreements, pledge agreements, assignments of leases and rents, assignments, guaranties, subordination agreements, intercreditor agreements, agreements with third parties (including, without limitation, lockbox agreements, cash management agreements and deposit account control agreements) relating to the collateral, indemnity agreements, certificates, affidavits, financing statements, applications, notices and other agreements of any kind or nature whatsoever substantially in the form presented to such Board on or in advance of the date hereof, with such changes, additions, and modifications thereto as any Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof (collectively, with the DIP Credit Agreements, the "Credit and Security Documents"); and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that the form, terms and provisions of, the execution and delivery of, and the performance of the transactions and obligations contemplated by the Credit and Security Documents to which such Revlon Group Company is a party, are hereby, authorized, approved and adopted in all respects and each Revlon Group Company is hereby authorized to (i) execute and deliver the Credit and Security Documents to which such Revlon Group Company is a party, (ii) perform its obligations thereunder, including to borrow or lend, as applicable, under the DIP Credit Agreements, mortgage, charge, assign, pledge and otherwise transfer and encumber and grant security interests in its present and future real and leasehold property, equipment, inventory, intangibles, undertakings and other property and assets as security for its present and future obligations under or in connection with the DIP Financing and the Credit and Security Documents to which the Revlon Group Company is a party, and (iii) take all actions contemplated thereby; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that such Revlon Group Company will obtain benefits from the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to (i) the Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among Revlon Consumer Products Corporation ("RCPC"), Revlon, Inc., certain local borrowing subsidiaries as may be from time to time borrowers thereunder, the lenders from time to time party thereto and Citibank, N.A. ("Citibank"), as the administrative agent and collateral agent, (ii) the Term Credit Agreement dated as of September 7, 2016 (as amended, restated, waived, supplemented or otherwise modified prior to the date hereof), by and among RCPC, Revlon, Inc., the lenders from time to time party thereto and Citibank, as administrative agent and collateral agent and (iii) the BrandCo Credit Agreement, dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among RCPC, Revlon, Inc., the lenders party thereto, and Jefferies Finance LLC, as administrative agent and collateral agent; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby determines that, to incur the DIP Financings and to use and obtain the benefits of the Cash Collateral, and in accordance with sections 363 and 364 of the Bankruptcy Code, such Revlon Group Company will provide certain adequate protection to the Secured Lenders (the "Adequate Protection Obligations"), and authorizes and directs such Revlon Group Company, as debtor and debtor in possession under the Bankruptcy Code, and each of the Authorized Persons, to negotiate and incur the Adequate Protection Obligations and to undertake any and all related transactions as in his or her reasonable discretion is determined to be necessary, desirable, or appropriate in connection with providing such adequate protection; and be it further

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes, adopts and approves the form, terms, and provisions of the Interim DIP Order to which such Revlon Group Company is or will be subject and the actions and transactions contemplated thereby, and each Authorized Person be, and hereby is, authorized and empowered, in the name of and on behalf of such Revlon Group Company, to

take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the Interim DIP Order, and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which such Revlon Group Company is or will be a party, including any security and pledge agreement or guaranty agreement (collectively with the Interim DIP Order and the Credit and Security Documents, the "DIP Documents"), incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, in the form or substantially in the form thereof presented to such Board on prior to the adoption of this resolution, with such changes, additions, and modifications thereto as an Authorized Person executing the same shall approve, such approval to be conclusively evidenced by an Authorized Person's execution and delivery thereof; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to file or to authorize the Agent to file any Uniform Commercial Code (the "UCC") financing statements, any other equivalent filings, any intellectual property filings and recordation and any necessary assignments for security or other documents in the name of such Revlon Group Company that the Agent deems necessary, desirable or appropriate to perfect any lien or security interest granted under the Interim DIP Order or any of the Credit and Security Documents, including any such UCC financing statement containing a generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of such Revlon Group Company and such other filings in respect of intellectual and other property of such Revlon Group Company, in each case as the Agent may reasonably request to perfect the security interests of the Agent under the Interim DIP Order; and be it further

RESOLVED, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each of the Authorized Persons, in the name and on behalf of such Revlon Group Company, to take all such further actions, including to pay or approve the payment of appropriate fees and expenses payable in connection with the Adequate Protection Obligations and appropriate fees and expenses incurred by or on behalf of such Revlon Group Company, which shall be in his or her sole judgment necessary, proper or advisable to perform any of such Revlon Group Company's obligations under or in connection with the Interim DIP Order, the Credit and Security Documents, any other documents related to the provision of adequate protection, or any of the other ancillary documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

## 2. CCAA Resolutions

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that such Canadian Company file or cause to be filed an application for relief (the proceedings commenced by such application, the "CCAA Recognition Proceedings") under the

provisions of the CCAA, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"); and be it further

**RESOLVED**, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby determines that it is desirable and in the best interests of such Canadian Company, its equity holders, its creditors as a whole, and other parties in interest, that (i) Revlon, Inc. act as the foreign representative pursuant to section 45(1) of the CCAA (the "Foreign Representative") on behalf of the Canadian Companies' estates and (ii) such Canadian Company file or cause to be filed with the Bankruptcy Court or Canadian Court, as applicable, all motions, applications, and other papers or documents advisable, appropriate, convenient, desirable or necessary to effectuate such appointment; and be it further

RESOLVED, that in connection with the filing of the CCAA Recognition Proceedings, each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby (i) authorizes, adopts and approves the form, terms, and provisions of, and is hereby authorized and empowered to file with the Canadian Court any motions, pleadings, and any other documents to be performed or agreed to by such Canadian Company that are reasonably necessary for prosecution of and in connection with the proceedings of the CCAA Recognition Proceedings (collectively, the "Canadian Ancillary Documents"), (ii) authorizes and directs the Foreign Representative, in the name and on behalf of such Canadian Company, to execute and deliver (with such changes, additions, and modifications thereto as the Foreign Representative executing the same shall approve, such approval to be conclusively evidenced by such Foreign Representative's execution and delivery thereof) each of the Canadian Ancillary Documents to which such Canadian Company is a party and, upon the execution and delivery thereof by each of the other parties thereto, cause such Canadian Company to perform its obligations thereunder; and be it further

RESOLVED, that each Canadian Board, acting in its Official Capacity with respect to its applicable Canadian Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Canadian Company, to employ the law firm of Osler, Hoskin & Harcourt LLP ("Osler") to represent such Canadian Company as CCAA Recognition Proceedings counsel and to represent and assist such Canadian Company in carrying out its duties under the CCAA, and to take any and all actions to advance such Canadian Company's rights, including the preparation of pleadings and filings in the CCAA Recognition Proceedings; and in connection therewith, the Authorized Persons be, and each of them hereby is, authorized and directed, in the name and on behalf of such Canadian Company, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the CCAA Recognition Proceedings and to cause to be filed an appropriate application for authority to retain the services of Osler; and be it further

# 3. General

**RESOLVED**, that each of the Authorized Persons be, and each of them individually hereby is, authorized, directed and empowered from time to time in the name and on behalf of each Revlon Group Company, to (i) take such further actions and execute and deliver such certificates, instruments, guaranties, notices, and documents as may be required or as such Authorized Person or any one of them may deem advisable, appropriate, convenient, desirable of

necessary to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements, and the like, (ii) perform the obligations of each Revlon Group Company under the Bankruptcy Code or the CCAA, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Person performing or executing the same shall approve, and the performance or execution thereof by such Authorized Person shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

**RESOLVED**, that all actions previously taken by any director, officer, employee, manager, member, stockholder, general partner or agent of any Revlon Group Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Revlon Group Company.

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# Exhibit A Delaware Corporations

- Revlon, Inc.
- Revlon Consumer Products Corporation
- Revlon Development Corp.
- Revlon Government Sales, Inc.
- Almay, Inc.
- Cutex, Inc.
- OPP Products, Inc.
- Beautyge U.S.A., Inc.
- Revlon International Corporation
- SinfulColors Inc.
- Bari Cosmetics, Ltd.
- Riros Group Inc.
- Realistic Roux Professional Products Inc.
- Beautyge Brands USA, Inc.
- DF Enterprises, Inc.
- FD Management, Inc.
- RDEN Management, Inc.
- PPI Two Corporation
- Elizabeth Arden (Financing), Inc.
- Elizabeth Arden Travel Retail, Inc.



# Exhibit B New York Corporations

- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



# Exhibit C Beautyge SPVs

- Beautyge II, LLC
- BrandCo Almay 2020 LLC
- BrandCo Charlie 2020 LLC
- BrandCo CND 2020 LLC
- BrandCo Curve 2020 LLC
- BrandCo Elizabeth Arden 2020 LLC
- BrandCo Giorgio Beverly Hills LLC
- BrandCo Halston 2020 LLC
- BrandCo Jean Nate 2020 LLC
- BrandCo Mitchum 2020 LLC
- BrandCo Multicultural Group 2020 LLC
- BrandCo PS 2020 LLC
- BrandCo White Shoulders 2020 LLC



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 APPLICATION RECORD (VOLUME I)

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