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 III)

June 23, 2022

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ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

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Applicant

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TAB LL

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

A Commissioner for Taking Affidavits

Clau B

Fill in this information to ic	dentify the case:		
United States Bankruptcy Co	ourt for the:		
Southern	District of	New York	
		(State)	☐ Check if this is
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 Na	me	Creative Nail Desig	n, Inc.					
2. All other nar in the last 8	mes debtor used years							
Include any a trade names, business as i								
3. Debtor's fed Identification	leral Employer n Number (EIN)	95-3448148						
4. Debtor's add	dress	Principal place of b	usiness		Mailing ad of busines	dress, if differ s	ent from p	rincipal place
		9560 Towne Centre	Drive		One New Y	ork Plaza		
		Number Stree	L		Number	Street		
				_	P.O. Box			
		San Diego	CA	92121	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal ass lace of busine	sets, if diffe ess	rent from
		San Diego						
		County			Number	Street		
					City		State	Zip Code
5. Debtor's we	bsite (URL)	www.revlon.com						

THEREBY ATTEST AND CERTIFY ON Wall 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



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De	btor <u>Creative Nail Design, I</u>	nc. 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
	g .	☐ 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

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De	btor	Creative Nail Design, In	c.			Case Ni	ımber <i>(if i</i>	known)	- Additional Action	VEST-11-10-1-10-1-10-1-10-1-10-1-10-1-10-1
		Name								
9.	filed by	rior bankruptcy cases or against the debtor he last 8 years?		No Yes.	District		When	MM/DD/YYYY	Case number	
	If more separat	than 2 cases, attach a e list.			District	Value of the state	When	MM/DD/YYYY	Case number	
10	pending busines	bankruptcy cases g or being filed by a s partner or an of the debtor?		No Yes.	Debtor District	See Rider 1 Southern District	of Now V	ork	Relationship	Affiliate
		ases, if more than 1, separate list.				ber, if known			When	06/15/2022 MM / DD / YYYY
11.	. Why is	the case filed in <i>this</i>	Ch	eck all	that apply:					
	district			Debto imme distric	or has had it ediately prec et.	ts domicile, principal leding the date of this se concerning debtor	s petition o	or for a longer part	of such 180 day	
12.	posses propert	e debtor own or have sion of any real y or personal property eds immediate on?			Why does t It poses safety. What is It needs It include attention assets Other	w for each property the property need in sor is alleged to pose the hazard? Is to be physically seed the seed to be physically seed to perishable goods on (for example, lives or other options).	nmediate e a threat cured or pressor 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.	ose value without
		Statistical and	adm		No No In C	erty insured? Isurance agency ontact name hone				
13.		s estimation of le funds	<i>Che</i> d ⊠ F	ck one: unds w	vill be availa	ble for distribution to			e for distribution t	to unsecure prediction

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Debtor <u>Creative Nail Design, I</u> Name	nc.		(Case Number (if known)	······································	
14. Estimated number of creditors ¹		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
6. 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	ef, De	claration, and Signatur	es			
	ment f	or up to 20 years, or bot	h. 18 L	ent in connection with a bank I.S.C. §§ 152, 1341, 1519, an	d 3571.	se can result in fines up to ed States Code, specified in this
authorized representative of debtor	•	tition.				
				petition on behalf of the debto		aliaf that the information is true and
	i h			•		elief that the information is true and
Id	I h	ave examined the inform	nation ir	n this petition and have a reas	onable b	elief that the information is true and
I d	I h co eclare	ave examined the inform rrect. under penalty of perjury	nation ir	•	onable b	elief that the information is true and
I d	I h co eclare	ave examined the inform rrect. under penalty of perjury ecuted on06/15/2	nation ir	n this petition and have a reas	onable b	elief that the information is true and
I d	I h co eclare Ex	ave examined the inform rrect. under penalty of perjury ecuted on06/15/2	nation ir that the	n this petition and have a reas	onable b	elief that the information is true and
I d	I h co eclare	ave examined the information rrect. under penalty of perjury ecuted on	nation ir that the 2022 DD / YY	n this petition and have a rease foregoing is true and correct	onable be	Dolan
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18. Signature of attorney	I h co eclare Ex	ave examined the information rect. under penalty of perjury ecuted on	that the 2022 D / YY ed repre	this petition and have a reason this petition and have a reason this petition and have a reason this petition and correct and correct and correct are sentative of debtor the cerestation and the correct and	Victoria Printed r	Dolan name 06/15/2022 MM/DD/YYYY (10019 ate ZIP Code

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	

☐ 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11		
Creative Nail Design	, Inc.)	Case No. 22	_(_)
	Debtor.)))			

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	

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		. \			
In re:)	Chapter 11		
Creative Nail Design,	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%
ROUX LABORATORIES, INC.	100%



Filed 06/16/2022 Main Document

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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			Indicate if claim is contingent, unliquidated, or disputed		nsecured claim amount. In amount and deduction Insecured claim.	
			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	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	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 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 3Td 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
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
1	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 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				\$ 1,856,44
13	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				\$ 1,607,330
15	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				S TO THE SAME

	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 if the claim is fully until the claim is partially see for value of collateral	secured, fill in only unscured, fill in total claim	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	Commission Junction 4140 Salutions 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 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@premiumretall.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 37d Floor 37an Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S S BANKER

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	including zip code email address of creditor contact example, trade d		Nature of the claim (for example, trade debts, bank loans, professional services, and government	Indicate if claim is contingent, unliquidated, or disputed	s Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amoun If claim is partially secured, fill in total claim amount and deduct for value of collateral or setoff to calculate unsecured claim.		
	L-1724 Luxembourg Dassin, Gerald		contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
34	33 Boulevard Prince Henri L-1724	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, Unliquidated			Undetermined



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Fill in this information to identify the case an Debtor Name Creative Nail Design, I	d this filing: nc.
United States Bankruptcy Court for the:	Southern District of New York
0 (46)	(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 m	nember or a	n authorized a	agent of the	partnership;	10
another individual	serving as a rep	resentative of the	debtor in this	s 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	
decl	declare under penalty of perjury that the foregoing is true and correct.	
Exec	Executed on Vs/Vs/V	lictoria Dolan
	MM/ DD/YYYY Signatur	e of individual signing on behalf of debtor
	Victoria	Dolan
	Printed r Chief Fi	name nancial 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 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 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 MM

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

A Commissioner for Taking Affidavits

Clau B-

Fill in this information to i	dentify the case:		
United States Bankruptcy Co			
Southern	District of	New York	
		(State)	□ Check if this is
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	Beautyge U.S.A., Inc					
2.	All other names debtor used in the last 8 years	Colomer U.S.A.					
	Include any assumed names, trade names, and doing business as names						
3.	Debtor's federal Employer Identification Number (EIN)	52-2223071					
4.	Debtor's address	Principal place of bu	ısiness		Mailing addre	ss, if different from	principal place
		5344 Overmyer Drive	9		One New York	k Plaza	
		Number Street			Number	Street	
					P.O. Box		
		Jacksonville	FL	32254	New York	NY	10004
		City	State	Zip Code	City	State	Zip Code
					Location of principal place	rincipal assets, if dif e of business	ferent from
		Duval					
		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: A LIVE POTT DEPUTY CLERK



September of debtor Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) 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(31B)) Railined as defined in 11 U.S.C. § 101(41) Stockbroker (as defined in 11 U.S.C. § 101(51B)) Cloaning Sank (as defined in 11 U.S.C. § 101(51B)) Cloaning Sank (as defined in 11 U.S.C. § 101(51B)) None of the above B. Check all that apply: Tax-exempt entity (as described in 26 U.S.C. § 501) Investment advisor (as defined in 15 U.S.C. § 500) Investment advisor (as defined in 15 U.S.C. § 500-2(a)(11)) C. NAICS (North American Industry Classification System) 4-oligit code that best describes debtor. See http://www.uscouts.cog/fur.indiat-testural-association-index-cogles. 3139 (Apparel Accessories and Other Apparel Manufacturing) Debtor's aggregate nencontingent liquidated debts (excluding debts owed to Insides a shill lates) are less than \$3,024,725 (amount subject to agistment on 401)(25 and ever 3 yaars after that). The debtor is a small business defined in 11 U.S.C. § 101(51D), if the debtor is a small business obther, after the most recent business share statement of poperations, cash-flow statement, and federal income tax return or if all of thes documents on not exist, flower than the propertion of the paper in 11 U.S.C. § 101(51D), if the debtor is a small business obther, after the most recent business share is statement to poperations. cash-flow statement, and federal income tax return or if all of thes documents on not exist, flower the properation in 11 U.S.C. § 101(51D), and it choose to proceed unner Subchapter's of Chapter 11 U.S.C. § 101(51D), and it choose to proceed unner Subchapter's of Chapter 11 U.S.C. § 101(51D), and it choose to proceed unner Subchapter's of the paper in 11 U.S.C. § 101(51D), and it of thes documents of the paper in 11 U.S.C. § 101(51D), and it of thes	Debtor Beautyge U.S.A., Inc.			Case Number (if known)					
Partnership (excluding LLP) Other Spacify:	6 Type of		of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))	cluding Limited Liability Company (LLC) and Limited Liability Partnership (LLP))				
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 □ 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 even 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 thes 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 choose 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 Securitie 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. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rul 12b-2. 		uebu	or ming:	☐ Chapter 9					
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is a small business debtor, attach the most recent balance street, statement operations, cash-flow statement, and federal income tax return or if all of thes 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 choose 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 Securitie 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. The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rull 12b-2.				affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and	ders or devery				
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-Individual 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 Rull 12b-2.				is a small business debtor, attach the most recent balance sneet, statem opporations, cash-flow statement, and federal income tax return or if all of	IEIIL U				
 □ 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-Individual 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 Rull 12b-2. 				The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of to proceed under Subchapter 5 of Chapter 11.	nooses				
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-Individual 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 Rul 12b-2.				☐ A plan is being filed with this petition.					
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-Individual 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 Rul 12b-2.				 Acceptances of the plan were solicited prepetition from one or more clas creditors, in accordance with 11 U.S.C. § 1126(b). 	ses c				
12b-2.				Securities and Exchange Commission according to § 13 or 15(d) of the Se Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Indi Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	ividual				
☐ Chapter 12				☐ The debtor is a shell company as defined in the Securities Exchange Act of 193	₁4 Rule				
				☐ Chapter 12	ANKR				

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Debtor Beautyge U.S.A., Inc.	Case Number (if known)	
9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years? If more than 2 cases, attach a separate list.	District When	Case number D/YYYY Case number D/YYYY
10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? List all cases, if more than 1, attach a separate list.	□ No ☑ Yes. Debtor See Rider 1 District Southern District of New York Case number, if known	Relationship Affiliate When 06/15/2022 MM / DD / YYYY
11. Why is the case filed in <i>this</i> district?	 Check all that apply: Debtor has had its domicile, principal place of business immediately preceding the date of this petition or for a l district. A bankruptcy case concerning debtor's affiliate, general 	onger part of such 100 days than in any exist.
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	safety. What is the hazard? It needs to be physically secured or protecte It includes perishable goods or assets that c attention (for example, livestock, seasonal g assets or other options). Other Where is the property?	ion? (Check all that apply.) inent and identifiable hazard to public health or d from the weather. could quickly deteriorate or lose value without goods, meat, dairy, produce, or securities-related
	Number	Street
	City	State Zip Code
	Is the property insured?	

Statistical and administrative information

□ No

☐ Yes. Insurance agency Contact name

Phone

13. Debtor's estimation of available funds

Check one:

 $\ \boxtimes$ Funds will be available for distribution to unsecured creditors.

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

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Debtor Beautyge U.S.A., Inc.		Case Number (If known)
14. Estimated number of creditors ¹	☐ 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 m	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 millio \$10,000,001-\$50 millio \$50,000,001-\$100 m \$100,000,001-\$500 r	lion ⊠ \$1,000,000,001-\$10 billion illion □ \$10,000,000,001-\$50 billion
Request for Relie	ef, Declaration, and Signatu	res	
WARNING Bankruptcy fraud is a \$500,000 or imprison	serious crime. Making a false nent for up to 20 years, or bo	e statement in connection with th. 18 U.S.C. §§ 152, 1341, 15	a bankruptcy case can result in fines up to 519, and 3571.
17. Declaration and signature of authorized representative of debtor	petition. I have been authorized to I have examined the inforr correct.	file this petition on behalf of the mation in this petition and have	a reasonable belief that the information is true and
I de	Executed on 06/15/2	/ that the foregoing is true and o	correct.
	/s/ Victoria Dolan Signature of authoriz 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 Printed Name		DateMM/DD/YYYY
	PAUL, WEISS, RIFK Firm name 1285 Avenue of the Number New York	Americas Street	N LLP NY 10019
	City (212) 373-3000		State ZIP Code
	Contact phone		pbasta@paulweiss.com Email address
	2568046 Bar number	St	NY ate SBANKRU

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

Fill in this information to ident	ify 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.

Revlon, Inc. Revlon Consumer Products Corporation Almay, Inc. Art & Science, Ltd. Bari Cosmetics, Ltd.
Almay, Inc. Art & Science, Ltd.
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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		١	
In re:)	Chapter 11
Beautyge U.S.A., Inc)	Case No. 22()
)	
	Debtor.)	
)	

LIST OF EQUITY SECURITY HOLDERS¹

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

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

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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	The second secon)	Chapter 11
Beautyge U.S.A., 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	



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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,	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially se-	secured, fill in only un	amount and deduction
			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-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				\$ 442,531,771
	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 EAX - 877-566-1529	Trade Payable				\$ 4,379,093
	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 - 845-562-9900 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				\$ 2,877,814
	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
	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
	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable				\$ 1,925,122
1:	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
13	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 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 MIP 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TA SEAL

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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 un	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		The the decision and realistic		\$ 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	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	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 Chlef 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	90469 Collection Center Drive	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	Julie Sweet Chief Executive Officer EMAIL - Julie.sweet@accenture.com PHONE - 917-452-4400 FAX917-527-9915	Trade Payable				\$ 915,000
32	PO BOX 12469 Newark, NJ 07101-3569 United States	FAX - 247-327-3213 Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-8311 FAX - 845-856-8831	Trade Payable		TO THE CONTRACTOR OF THE CONTR		\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESBANKED

	Name of creditor and complete mailing address,	Name, telephone number, and	Nature of the claim (for	THE RESERVE AND A SECURE OF THE PROPERTY OF TH	Amount of unsecure			
	including zip code	email address of creditor contact	example, trade debts, bank loans, professional services, and government	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.			
			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 - 202-336-4112	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	
49	United Kingdom 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	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined	



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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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



Declaration and signature

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

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

	correct:							
	□ Schedule A/B: Assets-Real and Personal Property (Of	ficial Form 206A/B)						
	□ Schedule D: Creditors Who Have Claims Secured by F	Property (Official Form 206D)						
	□ Schedule E/F: Creditors Who Have Unsecured Claims	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)	Schedule H: Codebtors (Official Form 206H)						
	□ Summary of Assets and Liabilities for Non-Individuals	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 (Official Form 204)	Have the 50 Largest Unsecured Claims and Are Not Insiders						
\boxtimes	Other document that requires a declaration Statement	List of Equity Security Holders and Corporate Ownership						
decl	declare under penalty of perjury that the foregoing is true and corre	ct.						
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						
		Docition or relationable to delta.						



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 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 "<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

transactions contemplated by the foregoing resolutions; and be it further

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

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 NN

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

A Commissioner for Taking Affidavits

Clau B

United States Bankruptcy (Court for the:	
Southern	District of	New York

☐ 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

Debtor's Name	Elizabeth Arden Investments, LLC	
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)	46-1314739	
Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	880 Southwest 145th Avenue	One New York Plaza
	Number Street	Number Street
	Suite #200	
		P.O. Box
	Pembroke Pines FL 33027	New York NY 10004
	City State Zip Code	City State Zip Code
		Location of principal assets, if different from principal place of business
		North
	County	Number Street
		City State Zip Code
	Include any assumed names, trade names, and doing business as names Debtor's federal Employer	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 880 Southwest 145th Avenue Number Street Suite #200 Pembroke Pines FL 33027

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.

CLERK, US BANKRUPTCY COURT, SDNY



De	btor Elizabeth Arden Inves	stments, LLC Case Number (if known)						
	Hame							
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))						
		□ Partnership (excluding LLP)						
		☐ Other. Specify:						
	And a second sec							
7.	Describe debtor's business	A. Check One:						
		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))						
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))						
		☐ Railroad (as defined in 11 U.S.C. § 101(44))						
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))						
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))						
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))						
		☑ None of the above						
		B. Check all that apply:						
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)						
		 Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) 						
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))						
		C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes . 3159 (Apparel Accessories and Other Apparel Manufacturing)						
8.	Under which chapter of the	Check One:						
	Bankruptcy Code is the debtor filing?	☐ Chapter 7						
	debtor ming:	□ 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						

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Debtor	Elizabeth Arden Investr	nents, LLC		Case Nu	mber (if i	(nown)	was a second	
	Name							
	prior bankruptcy cases by or against the debtor	⊠ No □ Yes.	District		When		Case number	
withir	the last 8 years?	<u> </u>	District			MM/DD/YYYY	Case Hullibei	
	e than 2 cases, attach a ate list.		District		When	MM/DD/YYYY	Case number	
pendi busin	ny bankruptcy cases ng or being filed by a ess partner or an	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	te of the debtor?		District	Southern District	of New Y	ork	When	06/15/2022
	I cases, if more than 1, a separate list.		Case num	nber, if known			***************************************	MM / DD / YYYY
11. Why i	s the case filed in <i>this</i>	Check all t	hat apply:		***************************************			
distri	c <i>(</i> ?			ts domicile, principal				
		imme distric		eding the date of this	petition o	or for a longer part	of such 180 days	s than in any other
		⊠ A ban	kruptcy cas	se concerning debtor	s affiliate,	general partner, o	r partnership is p	pending in this district.
posse prope	the debtor own or have ession of any real erty or personal property leeds immediate tion?	v	Vhy 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 to be physically seed the property or other options).	e a threat ured or pr	attention? (Checonof imminent and identification of imminent a	k all that apply.) Ientifiable hazard veather.	ose value without
		C	No □ Yes. In	erty insured? surance agency ontact name hone				
	Statistical and	administrati	ve informa	ation				
	or's estimation of ble funds			ble for distribution to tive expenses are pa			e for distribution t	o unsecure por political

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Debtor Elizabeth Arden Inves	stments, LLC	Case Number (If known)_	
14. Estimated number of creditors ¹	□ 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 millior \$10,000,001-\$50 millio \$50,000,001-\$100 mill \$100,000,001-\$500 m	on 🗵 \$1,000,000,001-\$10 billion ion 🗆 \$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 millior \$10,000,001-\$50 millio \$50,000,001-\$100 mill \$100,000,001-\$500 m	on ⊠ \$1,000,000,001-\$10 billion ion □ \$10,000,000,001-\$50 billion
Request for Re	lief, Declaration, and Signatur	res	
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 MM/ E	file this petition on behalf of the mation in this petition and have a that the foregoing is true and co	reasonable belief that the information is true and
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 Number New York City (212) 373-3000 Contact phone	Esq. for debtor SIND, WHARTON & GARRISON	Date 06/15/2022 MM/DD/YYYY LLP NY 10019 State ZIP Code pbasta@paulweiss.com Email address
	2568046 Bar number	Sta	NY te

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 Distric	t of New York	
(5	State)	☐ Check if this is an
Case number (if known):	Chapter11	amended filing

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

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

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





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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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

LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	_))	Chapter 11
Elizabeth Arden Investments, 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%



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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		Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount.		
including zip code	email address of creditor contact	example, trade debts, bank loans, professional services,	contingent, unliquidated, or disputed	If claim is partially see		amount and deduction
		and government contracts)	AP months	Total claim, if	Deduction for	
				partially secured	or setoff	Unsecured claim
US Bank, National Association						
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 - 651-466-7430					
United States Hawkins Parnell & Young LLP	Eric Hawkins					
303 Peachtree St. NE	Partner					
Ste 4000	EMAIL - ehawkins@hpylaw.com	Trade Payable				\$ 4,379,09
Atlanta, GA 30308-3243	PHONE - 312-667-8400					
United States Verescence North America Inc.	FAX - 877-566-1529					
Verescene NA	Ashok Sudan					
900 Third Ave	President	Trade Payable				\$ 4,022,30
4th Floor	EMAIL - ashock.sudan@verescence.com	,, ade rayanc				-1,022,50
New York, NY 10022 United States	PHONE - 770- 385-3800					
Orange Die Cutting Corp	Anthony Esposito					
PO 2295 1 Favorite Ave	Chief Executive Officer					
Newburgh, NY 12550	EMAIL - aesposito@orangepkg.com	Trade Payable				\$ 3,641,35
United States	PHONE - 845-562-0900					
NCU Made Aire Coming to	FAX - 845-562-1020 Scott Hansen					
NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200	Chief Executive Officer					
Deerfield, IL 60015	EMAIL - shansen@nchmarketing.com	Trade Payable				\$ 2,962,08
United States	PHONE - 915-772-3399					
International Flavors & Francisco	FAX - 847-317-0083 Andreas Fibig					
International Flavors & Fragrances 600 State Highway 36	Chief Executive Officer					
Haziet, NJ 07730	EMAIL - andreas.fibig@iff.com	Trade Payable				\$ 2,877,81
United States	PHONE - 732-264-4500					
Tinuiti, Inc	FAX - 212-708-7132 Zach Morrison					
121 5. 13Th Street	Chief Executive Officer					
3rd Floor	EMAIL - zach.morrison@tinuiti.com	Trade Payable				\$ 2,419,449
Philadelphia, PA 19107	PHONE - 833-846-8484					
United States Englewood Lab, Inc	Henry Cho					
20 Campus Road	Chief Executive Officer	Trade Payable				\$ 2,337,79
Totowa, NJ 07512	EMAIL - henry.c@englewoodlab.com	Trade rayable				2,357,75
United States Givaudan Fragrances Corp	PHONE - 201-567-2267 Gilles Andrier					·
300 Waterloo Valley Road	Chief Executive Officer					
Mt. Olive, NJ 07828	EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117,71
United States Cass Information Systems Inc	PHONE - 973-576-9500 Eric H. Brunngraber		······			
13/4/4 Powercourt Drive 550	Chief Executive Officer					
St Louis, MO 63131	EMAIL - cmreardon@cassinfo.com	Trade Payable				\$ 1,925,12
United States	PHONE - 314-506-5500					
Flywheel Digital LLC Ascential Inc	Larry Pluimer					
1801 Porter St. 300	Chief Executive Officer	Trade Payable				\$ 1,884,04
Baltimore, MD 21230	EMAIL - pluimerl@flywheeldigital.com	110001010010				7 1,004,04
United States	PHONE - 206-257-8207					
	Tomás Espinosa Chief Executive Officer					
Schwan Cosmetics USA, Inc.	EMAIL -					
3202 Elam Farms Pkwy	robin.gabriesheski@schwancosmeticsusa.co	Trade Payable				\$ 1,856,44
Mufreesboro, TN 37127 United States	m	·				
Office States	PHONE - 615-396-9156					
	FAX - 615-867-9986					
Ancorotti Cosmetics Via Dell'Industria 22	Renato Ancorotti Chief Executive Officer					
26013 Crema (Cr), Cremona,	EMAIL - rancorotti@ancorotticosmetics.com	Trade Payable				\$ 1,729,24
Italy	PHONE - 3-738-768-1113					
VPI Holding Company LLC	Jamie Egasti					
5molice 1L Hala F	Executive Chairman	Trada Payablo				\$ 1,607,33
Strykow, 95-010	EMAIL - jamieegasti@vpi-inc.com	Trade Payable				1,607,33
Poland	PHONE - 312-255-4800					SANKS
Array Canada Inc	Jeffrey K. Casselman					(Spring)
45 Progress Ave.	Chief Executive Officer	Trada Dayabla				
Torente, ON M1P 2Y6	EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865	Trade Payable				3 12 1115
Canada	FAX - 416-292-9759					10/11000
r	1	1			i	101

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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,	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 partially secured	Deduction for value of collateral or setoff	Unsecured claim
16	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States	Jeremiah Larkin Executive Vice President, Director of Leasing EMAIL - Jeremiah Larkin@brookfieldproperties.com PHONE - 212-417-7100	Trade Payable				\$ 1,465,618
17	Ibotta Inc 19957 Dept Ch, Ste 400 Palatine, IL 60055-9957 United States	Bryan Leach Chief Executive Officer EMAIL - bryan.leach@ibotta.com PHONE - 720-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON 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				\$ 968,578
29	2425 West 23KG St Frie PA 16506	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	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 EMAL - 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 ESBANAPO

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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, Gìorgio 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	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	United States Revion Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW17QX 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



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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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



Declaration and signature

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

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

	• • • • • • • • • • • • • • • • • • • •								
	□ Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)							
	□ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	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 (Official Form 204)	s and Are Not Insiders							
\boxtimes		Corporate 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 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.



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

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



TAB OO

THIS IS **EXHIBIT "OO"** REFERRED TO IN AFFIDAVIT OF MARLEIGH DICK, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 23rd 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:	New York	
Case number (if known):	District of	(State) Chapter11	☐ Check if this is ar 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 Almay 202	20 LLC				
2.	All other names debtor used in the last 8 years	Unsub 1 2020, LLC					
	Include any assumed names, trade names, and doing business as names						
3.	Debtor's federal Employer Identification Number (EIN)	85-2388643					
4.	Debtor's address	Principal place of b	Principal place of business 3411 Silverside Road			ss, if different from p	orincipal place
		3411 Silverside Roa				Plaza	
		Number Stree	t		Number	Street	
		Tatnall Building, #1	04				
		Tadian Bunding, #1	04		P.O. Box		
		Wilmington	DE	19801	New York	NY	10004
		City	State	Zip Code	City	State	Zip Code
					Location of pr	incipal assets, if differ of business	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

BY: MUNICULARY DEPUTY CLERK



22-10762-dsj Doc 1 Filed 06/15/2022 Entered 06/15/2022 23:44:21 Main Document Pg 2 of 25

De	btor BrandCo Almay 2020	LLC	Case Number (# known)	-
6. Type of debtor ⊠		⊠ Cor	poration (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))	
		☐ Par	nership (excluding LLP)	
		□ Oth	er. Specify:	
7.	Describe debtor's business	Α.	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	
		В.	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))	
			NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See	
		O.	http://www.uscourts.gov/four-digit-national-association-naics-codes . 3159 (Apparel Accessories and Other Apparel Manufacturing)	
8.	Under which chapter of the	CI	реск Опе:	
	Bankruptcy Code is the debtor filing?		Chapter 7	
			Chapter 9	
		×	Chapter 11. Check all that apply:	
			 Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and events after that). 	
			□ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the deb 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).	of
			The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it choos to proceed under Subchapter 5 of Chapter 11.	es
			☐ 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 to 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-Individual Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.	ies
			The debtor is a shell company as defined in the Securities Exchange Act of 1934 Ru 12b-2.	ıle
			Chapter 12 BANK	À>

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Debtor BrandCo Almay 2020 L	_C Case Number (If known)	
Name		
9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	☑ No ☐ Yes. District When	Case number
If more than 2 cases, attach a separate list.	District When MM/DD/YYYY	Case number
10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	□ No ☑ Yes. Debtor See Rider 1 District Southern District of New York	Relationship Affiliate
List all cases, if more than 1, attach a separate list.	Case number, if known	When 06/15/2022 MM / DD / YYYY
11. Why is the case filed in this	Check all that apply:	
district?	Debtor has had its domicile, principal place of business, or princip 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, o	r partnership is pending in this district.
12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	 No Yes. Answer below for each property that needs immediate attention? (Checked) It poses or is alleged to pose a threat of imminent and it safety. What is the hazard? It needs to be physically secured or protected from the value attention (for example, livestock, seasonal goods, meat, assets or other options). Other Where is the property? Number Street 	k all that apply.) dentifiable hazard to public health or weather. v deteriorate or lose value without
	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 Transport Stration of the strategy of the	e for distribution to unsecure por Bulling

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Debtor	BrandCo Almay 202 Name	0 LLC	···	ı	Case Number (#known)	-	F 1 - 2 - 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2	
14. Estima credite	ated number of ors ¹		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000	 ()	25,001-5 50,001-1 More tha	•
15. Estima	ated 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	□ ⊠ □	\$1,000,0 \$10,000	0,001-\$1 billion 000,001-\$10 billion ,000,001-\$50 billion an \$50 billion
16. Estima	ated 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	⊠	\$1,000,0 \$10,000,	0,001-\$1 billion 00,001-\$10 billion 000,001-\$50 billion in \$50 billion
	Request for R	elief, Dec	laration, and Signature	es				
	ration and signature o	f The f pet I ha con	e debtor requests relief in ition. ave been authorized to fi ave examined the inform rect.	n acco ile this ation in that the D/YY	esentative of debtor	·11, Unit r. onable b	elief that th	
18. Signat	ure of attorney		/s/ Paul M. Basta, E. Signature of attorney for Paul M. Basta Printed Name PAUL, WEISS, RIFKII Firm name 1285 Avenue of the A Number New York City (212) 373-3000 Contact phone 2568046 Bar number	or deb	HARTON & GARRISON LLP	- N' St	ate	10019 ZIP Code

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:
Southerr	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				



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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

LIST OF EQUITY SECURITY HOLDERS1

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

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
BrandCo Almay 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:	grade date see	1. 1944/24/14/2019/
Debtor name: Revlon Inc., et al.		
United States Bankruptcy Court for the: Southern District of New York		
Case number (If known):		

☐ Check if this is an amended filing

Official Form 204

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

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,	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially sec	secured, fill in only uns	amount and deduction
			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-MM-W53C St. Paul, MN 55107-2292	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651 - 466-3000 FAX - 651-466-7430	6.25% Senior Nates due 2024				\$ 442,531,771
2	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAL - ehawkins@hpylaw.com PHONE - 312-567-8400 FAX - 877-565-1529	Trade Payable				\$ 4,379,093
3	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				\$ 4,022,309
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. Plingsten Road, Suite 200 Deerlield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083 Andreas Fibig	Trade Payable				\$ 2,962,089
۱۰	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. 137h Street 37d Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payoble	:			S 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, Ni 07512 United States Gwaudan Fragrances Corp	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	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
1	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 EAX - 615-887-9986	Trade Payable				\$ 1,856,440
1	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
15	Array Canada Inc 45 Progress Ave. Toronto, ON M1P 2Y6 Canada	Jeffrey K. Casselman Chief Executive Officer EMAL - Jeasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE SEAL OF SEAL

		Main Docum	ient Pg 10	01 23			
- Open	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	Amount of unsecured claim if the claim is fully unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collsteral 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, Oirector 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		***************************************		S 1,408,335
19	Chicago, IL 60677-4001 United States The Mister Company BC LLC	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072 David Kenny	Trade Payable				\$ 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 Pierre Miasnik	Trade Payable				\$ 1,361,652
21	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 United States	Amin M. Omar Partner EMALL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Piainsboro 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 Chester(ield, 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	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 - Igamble@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 EAX - 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

Width Doodnicht 1 g 11 of 20							
	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	- Indiana de la companio del companio de la companio del companio de la companio della companio de la companio della companio		Undetermined
35	Dassin, Gerald Address on file	Contact information on file	Non-Qualified Pension	Unliquidated	A Company of the Comp		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 lite	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 lile	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, NW17QX 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 BrandCo Almay 2020 LLC				
United States Bankruptcy Court for the:	Southern District of New York			
Case number (If known):	(State) New York			

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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



Declaration and signature

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

	I have examined the information in the documents checked below and and correct:	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				
Ø	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 Statement	Equity Security Holders and Corporate Ownership			
l dec	declare under penalty of perjury that the foregoing is true and correct.				
Exe	Executed on 06/15/2022	/s/ Victoria Dolan			
	•	nature of individual signing on behalf of debtor			
	<u></u>	ctoria Dolan			
		nted name ief Financial Officer			
	Po	sition 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/

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

foregoing; 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

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, 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

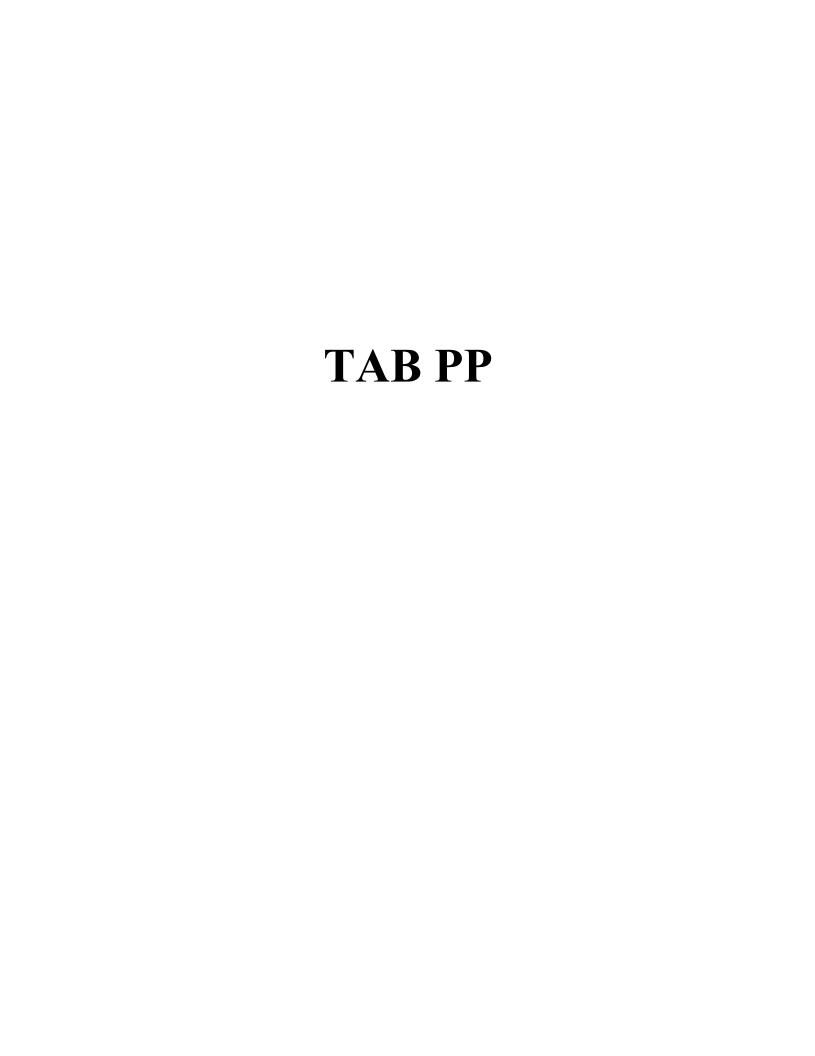
- Riros Corporation
- Charles Revson Inc.
- North America Revsale Inc.
- Roux Laboratories, Inc.



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





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

A Commissioner for Taking Affidavits

Fill in this information to	identify the case:		
United States Bankruptcy (Court for the:		
Southern	District of	New York	
	- T	(State)	☐ Check if this is
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	North America Rev	sale 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)	13-1953730						
4.	Debtor's address	Principal place of b			Mailing ad of busines	dress, if differ	ent from pi	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 ass lace of busine	sets, if diffe ess	erent from
		New York			Number	Street		
		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: NUMBER FOR DEPUTY CLERK



22-10768-dsj

Doc 1

Filed 06/15/2022 Main Document Entered 06/15/2022 23:58:03 Pg 2 of 25

De	ebtor <u>North America Revsale</u> Name	c 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 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:
		 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
		/6:7 \6

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Doc 1

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De		ica Revsale In	ıc.	Case Number (If known)					
	Name								
9,	Were prior bankrup filed by or against t within the last 8 yea	he debtor	⊠ No □ Yes.	District		When	MM/DD/YYYY	Case number	
	If more than 2 cases, separate list.	, attach a		District	AAA	When	MM/DD/YYYY	Case number	
10.	. Are any bankruptcy pending or being fil business partner or affiliate of the debto	led by a ran	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	List all cases, if more attach a separate list	than 1,		District Case num	Southern District	of New 1	OFK	When	06/15/2022 MM / DD / YYYY
11.	. Why is the case file	d in <i>this</i>	Check all ti						
	district?	4,			s domicile, principal	place of b	usiness, or princip	al assets in this o	district for 180 davs
				diately prec	eding the date of this				
					se concerning debtor	's affiliate,	general partner, o	r partnership is p	pending in this district.
12.	Does the debtor ow possession of any reproperty or persona that needs immedia attention?	real al property	v	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 to be physically seed the specific stable good on (for example, lives or other options).	nmediate e a threat cured or pr	attention? (Check of imminent and id rotected from the v s that could quickly sonal goods, meat,	k all that apply.) entifiable hazard veather. deteriorate or lo	se value without
						City		State	Zip Code
] No] Yes. In Co	erty insured? surance agency ontact name hone				
	Sta	atistical and a	dministrati	ve informa	ation			CONTROL MANAGEMENT OF THE PROPERTY OF THE PROP	
13,	Debtor's estimation available funds	×	_		ble for distribution to tive expenses are pa			for distribution t	o unsecure ocredia s

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Debtor	North America Revsa Name	ile Inc.		•	Case Number (If known)	·		
14. Estima credito	nted number of ors ¹		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 an 100,000
15. Estima	ited 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	[2 [\$1,000 \$10,00	00,001-\$1 billion ,000,001-\$10 billion 0,000,001-\$50 billion nan \$50 billion
16. Estima	nted 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		⊠ \$1,000, □ \$10,000	00,001-\$1 billion 000,001-\$10 billion 0,000,001-\$50 billion an \$50 billion
	Request for Re	elief, Dec	claration, and Signatur	es				
WARNING					ent in connection with a bank I.S.C. §§ 152, 1341, 1519, an			esult in fines up to
		pe I h Coo declare	tition. ave been authorized to fave examined the informerect. under penalty of perjury ecuted on06/15/2	ile this nation in	rdance with the chapter of title petition on behalf of the debte of this petition and have a reast of the foregoing is true and correct ty	or. sonable		. ,
		×	/s/ Victoria Dolan Signature of authorize Title Chief Financi	•		Victori Printed	a Dolan I name	
18. Signat	ure of attorney	*	/s/ Paul M. Basta, E Signature of attorney Paul M. Basta Printed Name PAUL WEISS RIFKI	for deb	ior HARTON & GARRISON LLF	Date	06/15/2 MM/DD/	
			Firm name 1285 Avenue of the A Number New York City (212) 373-3000		as		1Y State	10019 ZIP Code
		танауула түү	Contact phone 2568046 Bar number		NY State			aulweiss.com address

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 Cou	urt for the:
Southe	rn District of New York
ALL PROPERTY OF THE PROPERTY O	(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, 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 Travel Retail, Inc. Elizabeth Arden USC, LLC Elizabeth Arden, Inc. FD Management, Inc. North America Revsale Inc. OPP Products, Inc. RDEN Management, Inc. Revlon Development Corp. Revlon Government Sales, Inc. Revlon Professional Holding Company LLC Riros Corporation Riros Group Inc.	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 Riros Group Inc.	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 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.	Revlon Consumer Products Corporation
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Revlon Professional Holding Company LLC Riros Corporation Riros Group Inc.	
Riros Corporation Riros Group Inc.	
Riros Group Inc.	
Roux Laboratories, 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11	
North America Revsale 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	One New York Plaza New York, New York	100%
Corporation	10004	10070

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

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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	— 、		
In re:)	Chapter 11	
North America Revsale 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: 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
	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.	1		to	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,	Indicate if claim is contingent,	Amount of unsecured if the claim is fully un		agreed claim amount
1	including zip code	The state of the s	bank loans,	unliquidated, or	If claim is partially sec	STANDARD RESIDENCE DE LA CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE C	
1			professional services,	disputed		or setoff to calculate u	
14.0876			and government			Deduction for	
		in an experience of the party of the period	contracts)		Total claim, if	value of collateral	
	processors through a process and a part and denote the				partially secured	or setoff	Unsecured claim
П	US Bank, National Association Global Corporate Trust Services	Rick Prokosch					·
١,١	60 Livingstoп Avenue	EMAIL - rick.prokosch@usbank.com	6.25% Senior Notes due 2024				\$ 442,531,771
	EP-MN-W53C St. Paul, MN 55107-2292	PHONE - 651- 466-3000 FAX - 651-466-7430	OVER THE TOTAL PROPERTY.				***************************************
	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 United States	PHONE - 312-667-8400 FAX - 877-566-1529					
	Verescence North America Inc. 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	Anthony Esposito					
	Orange Die Cutting Corp PO 2295 1 Favorite Ave	Chief Executive Officer					
4	Newburgh, NY 12550	EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900	Trade Payable				\$ 3,641,358
	United States	FAX - 845-562-1020					
	NCH Marketing Services, Inc.	Scott Hansen Chief Executive Officer					
5	155 N. Pfingsten Road, Suite 200 Deerfield, JL. 60015	EMAIL - shansen@nchmarketing.com	Trade Payable				\$ 2,962,089
	United States	PHONE - 915-772-3399 FAX - 847-317-0083					
	International Flavors & Fragrances	Andreas Fibig Chief Executive Officer		***************************************			
6	600 State Highway 36 Hazlet, NJ 97730	EMAIL - andreas.fibig@iff.com	Trade Payable				\$ 2,877,814
	United States	PHONE - 732-264-4500 FAX - 212-708-7132					
	Tinuiti, Inc	Zach Morrison					
7	121 S. 13Th Street 3rd Floor	Chief Executive Officer	Trade Payable				\$ 2,419,449
	Philadelphia, PA 19107	EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	,				
Н	United States Englewood Lab, Inc	Henry Cho					
8	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					
	Givaudan Fragrances Corp 300 Waterloo Valley Road	Gilles Andrier Chief Executive Officer					
9	Mt. Olive, NJ 07828	EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117,711
\vdash	United States Cass Information Systems Inc	PHONE - 973-576-9500 Eric H. Brunngraber				<u> </u>	
10	12444 Powerscourt Drive, 550 St Louis, MO 63131	Chief Executive Officer	Trade Payable				\$ 1,925,122
	United States	EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500					
	Flywheel Digital LLC Ascential Inc	Larry Pluimer					
11	1801 Porter St. 300	Chief Executive Officer EMAIL - pluimert@flywheeldigital.com	Trade Payable				\$ 1,884,047
	Baltimore, MD 21230 United States	PHONE - 206-257-8207					
П		Tomás Espinosa Chief Executive Officer					
	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy	EMAIL -					
12	Mufreesboro, TN 37127	robin.gabriesheski@schwancosmeticsusa.co m	Trade Payable				\$ 1,856,440
	United States	PHONE - 615-396-9156					
\vdash	Ancorotti Cosmetics	FAX - 615-867-9986 Renato Ancorotti					
12	Via Dell'Industria 22	Chief Executive Officer	Trade Payable				5 1,729,242
13	26013 Crema (Cr), Cremona, trake	EMAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	mode (dyamic				- 1,123,242
	Italy VPI Holding Company LLC	Jamie Egasti					
1,4	Smolice 1t Hala F	Executive Chairman	Trade Payable				\$ 1,607,336
1 1	Strykow, 95-010 Poland	EMAIL - jamleegasti@vpi-inc.com PHONE - 312-255-4800					
	Array Canada Inc	Jeffrey K. Casselman					(SBANKA)
1 1	45 Progress Ave.	Chief Executive Officer EMAIL - jcasselman@arraymarketing.com	Trade Payable			- Control of the Cont	s Finzia
	Tanana ON 1110 DVC	I lease auch mature und tequi		ı	I	i	1. 11. MY 11. 11. 11. 11. 11. 11. 11. 11. 11
15	Toronto, ON M1P 2Y6 Canada	PHONE - 416-299-4865 FAX - 416-292-9759					の 日鉄道日日

		main Boodii	tone i giro				
P	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 unsecure if the claim is fully on If claim is partially see for value of collateral	secured, fill in only unstruced, fill in total claim or setoff to calculate un	amount and deduction
68 68 68			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, II. 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 Miasmik	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NI 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 Oallas, 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
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 Orive 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 FAX416-421-5025	Trade Payable				\$ 968,578
29	Plastek Industries Inc 2425 West 23Rd St Erie, PA 16506 United States	Dennis J Prischak Chtef 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 3 400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				s 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 - 917-577-9915	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		Marc Beniolf Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESBANGE

	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 the claim is fully unsecured, fill in only un		m 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, Robers 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
45	Nichols III, Wade H. Address on lile	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



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Fill in this information to identify the case at Debtor Name North America Revsal	nd this filing: e Inc.
United States Bankruptcy Court for the:	Southern District of New York
Case number (If known):	(Slate) 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.

	another individual serving as a representative of the debtor i	n this case.	
	I have examined the information in the documents checked correct:	l below and I have a reasonable belief th	at the information is true and
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)	
		,	
	•	ls (Official Form 206Sum)	
⊠	Chapter 11 or Chapter 9 Cases: List of Creditors W (Official Form 204)	ho Have the 50 Largest Unsecured C	laims and Are Not Insiders
\boxtimes	Other document that requires a declaration	List of Equity Security Holders a	nd Corporate Ownership
decl	clare under penalty of perjury that the foregoing is true and cor	rect.	
	ecuted on		
	06/15/2022	🗴 /s/ Victoria Dolan	
	MM/ DD/YYYY	Signature of individual signing on be	ehalf 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 "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

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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 Revion 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

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,

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 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]



<u>Exhibit A</u> 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 QQ

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

A Commissioner for Taking Affidavits

Clau B

22-10778-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:17:19 Main Document Pg 1 of 25

Fill in this information to	identify the case:		
United States Bankruptcy (Court for the:		
Southern	District of	New York	Charly if this is a
		(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	Revion Developmen	nt Corp.					
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)	48-1283986						
4.	Debtor's address	Principal place of b	Principal place of business			dress, if differ s	rent from pr	incipal place
		Number Stree			Number	Street		
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
					Location of principal p	of principal assolate of busine	sets, if diffe ess	erent from
		New York			The state of the s	0. 1		
		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: MINAU POTTLE DEPUTY CLERK



Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))	Debtor Revion Development (Name	Corp. Case Number (If known)					
Partnership (excluding LP) Other. Specify:	6. Type of debtor	⊠ Corporation (including Limited Liability Company (LLC)					
Other. Specify:		Partnership (excluding LLP)					
Health Care Business (as defined in 11 U.S.C. § 101(57A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Railroad (as defined in 11 U.S.C. § 101(53A)) Stockbroker (as defined in 11 U.S.C. § 101(63A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) Clearing Bank (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. § 80b-2(a)(11)) 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. 3159 (Apparel Accessories and Other Apparel Manufacturing) Manufacturing							
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debtor filling? □ Chapter 9 □ Chapter 11. Check all that apply: □ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insi affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and 3 years after that). □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the is a small business debtor, attach the most recent balance sheet, statern 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). □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of to proceed under Subchapter 5 of Chapter 11. □ A plan is being filled 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). □ The debtor is required to file periodic reports (for example, 10K and 10Q) wis Securities and Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Indivining 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.	8. Under which chapter of the						
 □ Chapter 11. Check all that apply: □ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insi affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and 3 years after that). □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the is a small business debtor, attach the most recent balance sheet, statem 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). □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of 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 class creditors, in accordance with 11 U.S.C. § 1126(b). □ The debtor is required to file periodic reports (for example, 10K and 10Q) wis Securities and Exchange Commission according to § 13 or 15(d) of the Securities and Exchange Commission according to § 13 or 15(d) of the Securities form. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Indiv Filling for Bankruptcy under Chapter 11 (Official Form 201A) with this form. 	Bankruptcy Code is the debtor filing?	☐ Chapter 7					
 □ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insi affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and 3 years after that). □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the is a small business debtor, attach the most recent balance sheet, statem 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). □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of 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 class creditors, in accordance with 11 U.S.C. § 1126(b). □ 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-Indivisiting 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. 		☐ Chapter 9					
 □ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insi affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and 3 years after that). □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the is a small business debtor, attach the most recent balance sheet, statem 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). □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of 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 class creditors, in accordance with 11 U.S.C. § 1126(b). □ 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-Indivisiting 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. 		☑ Chapter 11. Check all that apply:					
 □ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the is a small business debtor, attach the most recent balance sheet, statem 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). □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of 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 class creditors, in accordance with 11 U.S.C. § 1126(b). □ 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 Securities and Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Indiving 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. 		☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders of affiliates) are less than \$3.024.725 (amount subject to adjustment on 4/4/4/25 and the second					
 □ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it of 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 class creditors, in accordance with 11 U.S.C. § 1126(b). □ The debtor is required to file periodic reports (for example, 10K and 10Q) wis Securities and Exchange Commission according to § 13 or 15(d) of the Securities and 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. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934. 		☐ 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 operations, cash-flow statement, and federal income toy roturn or if all of the					
 □ 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). □ The debtor is required to file periodic reports (for example, 10K and 10Q) wis Securities and Exchange Commission according to § 13 or 15(d) of the Securities and 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. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934. 		☐ The debtor is a small business debtor as defined 11 U.S.C. & 101/51D), and it above					
The debtor is required to file periodic reports (for example, 10K and 10Q) wis Securities and Exchange Commission according to § 13 or 15(d) of the Securities and 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. □ The debtor is a shell company as defined in the Securities Exchange Act of 1934.		☐ A plan is being filed with this petition.					
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. The debtor is a shell company as defined in the Securities Exchange Act of 1934.		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 a shell company as defined in the Securities Exchange Act of 1934		☐ 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-Individual					
120-2.		☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.					
☐ Chapter 12		☐ Chapter 12					

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Del	otor <u>Revion D</u> Name	Development Co	orp.		Case N	umber (if i	known)		
	Were prior bankı filed by or agains 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	g filed by a r or an	□ No ⊠ Yes.	Debtor	See Rider 1			Relationship	Affiliate
	affiliate of the de List all cases, if m			District	Southern Distric	t of New Y	ork	When	06/15/2022
	attach a separate	list.		Case num	ber, if known	***************************************			MM / DD / YYYY
11.	Why is the case district?	filed in <i>this</i>	Check all t	hat apply:					
	Grounder.			diately prec	s domicile, principa eding the date of th				district for 180 days s than in any other
			⊠ A ban	kruptcy cas	e concerning debto	r's affiliate,	general partner, o	r partnership is p	pending in this district.
	Does the debtor possession of ar property or persithat needs imme attention?	ny real onal property	v 	Vhy does to It poses safety. What is It needs It include attentic assets Other	he property need it is or is alleged to positive the hazard? In the hazard? In the hazard? In the hazard?	mmediate se a threat ecured or p ds or assets stock, seas	attention? (Check of imminent and id rotected from the v s that could quickly sonal goods, meat,	k all that apply.) lentifiable hazard veather. deteriorate or lo	or securities-related
						City		State	Zip Code
				No No Yes. In	erty insured? surance agency ontact name hone				
		Statistical and	administrati	ve informa	ition				
13.	Debtor's estimat	ion of	Check one:						SBANKRU
	available funds				ble for distribution to		d creditors. ds will be available	e for distribution t	to unsecure world distribution

Debtor Revion Developme Name	nt Corp.			Case Number (If known)		
14. Estimated number of creditors ¹		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	\boxtimes	\$500,000,001-\$1 billion \$1,000,000,001-\$10 billion \$10,000,000,001-\$50 billion More than \$50 billion
Request for R	telief, De	claration, and Signature	es			
authorized representative of debtor	f pe	duon.		dance with the chapter of title 1	i, Onite	d States Code, specified in this
	I h coi I declare	ave examined the inform rrect.	ation in that the	foregoing is true and correct.	able be	lief that the information is true and
	I h coi I declare	ave examined the inform rect. under penalty of perjury tecuted on 06/15/20	ation in hat the old of the old	this petition and have a reason foregoing is true and correct. Y Via Sentative of debtor Pri	able be ctoria [nted na	Dolan
	I h col I declare i Ex	ave examined the inform rrect. under penalty of perjury the ecuted on	ation in that the old of the old	this petition and have a reason foregoing is true and correct. Y Via Sentative of debtor Pri Pri Da	ctoria I nted na	Dolan
	I h col	ave examined the inform rrect. under penalty of perjury the ecuted on	ation in hat the hat t	this petition and have a reason foregoing is true and correct. Y Vio sentative of debtor Pri Pri ARTON & GARRISON LLP	ctoria I nted na	06/15/2022 M/DD/YYYY

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

Fill in this information			Ů.
United States Bankruptc	y Court for the:		
Sc	outhern District of New	York	
	(State)		
Case number (if known):	MODEL STATE OF THE	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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		`	
In re:)	Chapter 11
Revlon Development C	Corp.)	Case No. 22()
[Debtor.)))	
)	

LIST OF EQUITY SECURITY HOLDERS1

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

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

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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
Revlon Development Corp.)	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	



The state of the s	you
Fill in this information to identify the case: Debtor name: Revion Inc., et al.	_
Debtor name: Revion Inc., et al.	Caldina (A)
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

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, an email address of creditor conta	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	111 Claim is partially se	ed claim usecured, fill in only us cured, fill in total clair or setoff to calculate t	n amanata. J. I. I
US Bank, National Association		contracts)		Total claim, if	Deduction for value of collateral	
Global Corporate Trust Services	Rick Prokosch			partially secured	or setoff	Unsecured clai
60 Livingston Avenue	EMAIL - rick,prokosch@usbank.com					
EP-MN-WS3C	PHONE - 651- 466-3000	6.25% Senior Notes due 2024				
St. Paul, MN 55107-2292 United States	FAX - 651-466-7430					\$ 442,531,
Hawkins Parnell & Young LLP	Eric Hawkins					
303 Peachtree St. NE	Partner					
Ste 4000 Atlanta, GA 30308-3243	EMAIL - ehawkins@hpylaw.com	Trade Payable				
United States	PHONE - 312-667-8400	. rose rayable				\$ 4,379,
United States Verescence North America Inc.	FAX - 877-566-1529					1,57.5,
Verescene NA	Ashok Sudan					
900 Third Ave Ith Floor	President	1				
New York, NY 10022	EMAIL - ashock.sudan@verescence.com	Trade Payable				
Inited States	PHONE - 770- 385-3800	1				\$ 4,022,3
Drange Die Cutting Corp	Anthony Esposito			1		
O 2295 1 Favorite Ave	Chief Executive Officer					
lewburgh, NY 12550	EMAIL - aesposito@orangepkg.com	Trade Payable				
Inited States	PHONE - 845-562-0900	ayanc				\$ 3,641,3
CH Marketing Services, Inc.	FAX - 845-562-1020 Scott Hansen					-,-11,3
55 N. Pfingsten Road, Suite 200	Chief Executive Officer					
eerfield, IL 60015	EMAIL - shansen@nchmarketing.com	Trade Payable				
nited States	PHONE - 915-772-3399	due rayable		-	1	\$ 2,962,0
ternational Flavors & Fragrances	FAX - 847-317-0083 Andreas Fibig					-,542,00
00 State Highway 36	Chief Executive Officer					
azlet, NJ 07730	EMAIL - andreas.fibig@iff.com	Trade Payable				
nited States	PHONE - 732-264-4500	sac i ayabiç].	\$ 2,877,81
nuiti, Inc	FAX - 212-708-7132					2,0,7,01
1 S. 13Th Street	Zach Morrison					
d Floor iladelphia, PA 19107	Chief Executive Officer	Trade Payable				
nited States	EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484				5	2,419,44
grewood Lab, Inc	Henry Cho					-,>,=4
Campus Road	Chief Executive Officer					
towa, NJ 07512 <u>ited States</u>	EMAIL - henry.c@englewoodlab.com	Trade Payable				
audan Fragrances Corp	PHONE - 201-567-2267 Gilles Andrier				S	2,337,79
D Waterloo Valley Road	Chief Executive Officer					
Olive, NJ 07828	EMAIL · gilles.andrier@givaudan.com	Trade Payable				
ited States is Information Systems Inc	PHONE - 973-576-9500				\$	2,117,711
44 Powerscourt Drive, 550	Eric H. Brunngraber					
ouis, MO 63131	Chief Executive Officer EMAIL - cmreardon@cassinfo.com	Trade Payable				
ted States vheel Digital LLC	PHONE - 314-506-5500	,			s	1,925,122
ential Inc	Larry Pluimer					, ,
1 Porter St. 300	Chief Executive Officer					
imore, MD 21230	EMAIL - pluimerl@flywheeldigital.com	Trade Payable				
ted States	PHONE - 206-257-8207				\$	1,884,047
	Tomás Espínosa					
	Chief Executive Officer EMAIL -					
	EMAIL - robin.gabriesheski@schwancosmeticsusa.co					
	m	Irade Payable			s	1 050
<u> </u>	PHONE - 615-396-9156) >	1,856,440
rotti Cosmetics	AX - 615-867-9986					
Pall'Industria 22	Renato Ancorotti					
3 Crema (Cr), Cremona,	Thief Executive Officer	Trade Payable				
	MAIL - rancorotti@ancorotticosmetics.com PHONE - 3-738-768-1113	rayane			\$	1,729,242
lolding Company LLC	amie Egasti				1	-//12
	xecutive Chairman					
ow, 95-010	MAIL - jamieegasti@vpi-inc.com	rade Payable				
P	HONE - 312-255-4800		1		\$	1,607,336
	effrey K. Casselman					- Sichti
ogress Ave, C	hief Executive Officer		ľ			SBANKA
to, ON M1P 2Y6	MAIL - jcasselman@arraymarketing.com THONE - 416-299-4865	rade Payable	ļ			Market Market
	AX - 416-292-9759				\$	「四大学学学」
				1	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

			Tent 1 g 10				
Person	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 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 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@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	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	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. 105 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 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 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			\$ 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 Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAL - 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 - 347-327-3915 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 Flour San Francisco, CA 9410S United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S ESBANARY

Revion, Inc., et al. 22-10778-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	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially sec	d claim secured, fill in only uns 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
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 B.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



Fill in this information to identify the case a	nd this filing:	*
Debtor Name Revion Development (Corp.	
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 and the control of	
r all the president, another officer, or an authorized agent of	of the corporation: a manufacture of the corporation of the corporatio
I am the president, another officer, or an authorized agent of	n the corporation, a member of an authorized agent of the
partnership; or another individual serving as a representative o	f the debter in this case
The state of the s	i the deptor in this case.

	parties hip, 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
dec	are under penalty of perjury that the foregoing is true and correct.
	euted 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 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

22-10778-dsi

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 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,

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.
- 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 RR

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

A Commissioner for Taking Affidavits

Clau B

ill in this information to i	dentify the case:		
United States Bankruptcy C	ourt for the:	New York	
Southern	District of	(State)	Chec
Case number (if known):		Chapter11	ame

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 II, 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)	84-2555893						
4.	Debtor's address	Principal place of bu	usiness		Mailing add of business	dress, if differ	ent from pr	incipal place
		3411 Silverside Roa	d		One New Y	ork Plaza		
		Number Street			Number	Street		_
		Tatnall Building, #10	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		
		County			Number	Sireet		
					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: LUCIUL FATE DEPUTY CLERK



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De	btor	Beautyge II, LLC	Case Number (if known)
		Name	
6.	Туре	of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			☐ Partnership (excluding LLP)
			☐ Other. Specify:
7.	Desc	ribe debtor's business	A. Check One:
			☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
			☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
			☐ Railroad (as defined in 11 U.S.C. § 101(44))
			☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
			☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
			☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
			☑ None of the above
			B. Check all that apply:
			☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
			 Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
			☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
			 C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes. 3159 (Apparel Accessories and Other Apparel Manufacturing)
8.	Under	which chapter of the	Check One:
	Bankı	ruptcy Code is the r filing?	☐ Chapter 7
	debio	i illing :	□ 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

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Doc 1

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De	ebtor <u>Beautyge II, LLC</u>	Case Number (if known)	
9.	Were prior bankruptcy case filed by or against the debto within the last 8 years?		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 See Rider 1	Relationship <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	. Why is the case filed in this	Check all that apply:	
	district?	Debtor has had its domicile, principal place of business, or princip immediately preceding the date of this petition or for a longer part district.	
			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 	dentifiable hazard to public health or weather. y deteriorate or lose value without
		Is the property insured? No Yes. Insurance agency Contact name Phone	
	Statistical	nd administrative information	
13	. Debtor's estimation of available funds	Check one: ⊠ Funds will be available for distribution to unsecured creditors. □ After any administrative expenses are paid, no funds will be available	e for distribution to unsecure our editors

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Debtor Beautyge II, LLC Name			(Case Number (if known)		And the second s
14. Estimated number of creditors ¹		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			
WARNING Bankruptcy fraud is a \$500,000 or imprisor	a seriou	us crime. Making a false	statem	ent in connection with a bank J.S.C. §§ 152, 1341, 1519, and	ruptcy cas	se can result in fines up to
17. Declaration and signature of authorized representative of	Th	•				ed States Code, specified in this
debtor		ave been authorized to f	fila thic			
			ine uns	petition on behalf of the debto	r.	
	۱h	ave examined the inform		•		elief that the information is true and
	۱h			•		elief that the information is true and
I d	l h co	ave examined the infom rrect.	nation ii	•	onable be	elief that the information is true and
I d	l h co leclare	ave examined the infom rrect.	nation in	n this petition and have a reas	onable be	elief that the information is true and
l d	l h co leclare	ave examined the inform rrect. under penalty of perjury recuted on	nation in	n this petition and have a reas	onable be	elief that the information is true and
I d	I h co leclare Ex	ave examined the inform rrect. under penalty of perjury recuted on 06/15/2 MM/ D	nation in that the	n this petition and have a reas	onable be	
l d	l h co leclare	ave examined the inform rrect. under penalty of perjury recuted on	nation in that the 022 DD / YY	n this petition and have a reas e foregoing is true and correct	onable be	Dolan
I d	I h co leclare Ex	ave examined the information rect. under penalty of perjury recuted on 06/15/2 MM/ D	that the	n this petition and have a reas e foregoing is true and correct YY esentative of debtor	onable be	Dolan
	I h co leclare Ex	ave examined the information riect. under penalty of perjury recuted on 06/15/2 MM/ D /s/ Victoria Dolan Signature of authorize	that the	e foregoing is true and correct YY essentative of debtor	Victoria Printed r	Dolan
	I h co leclare Ex	ave examined the information rect. under penalty of perjury secuted on	that the	e foregoing is true and correct YY essentative of debtor	Victoria Printed r	Dolan name 06/15/2022
	I h co leclare Ex	ave examined the information rect. under penalty of perjury secuted on	that the 1022 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 h co leclare Ex	ave examined the information rect. under penalty of perjury secuted on	that the 1022 D / YY ed represial Office Esq. for deb	this petition and have a rease foregoing is true and correct ryy essentative of debtor tor HARTON & GARRISON LLP	Victoria Printed r	Dolan name 06/15/2022
	I h co leclare Ex	ave examined the information rect. under penalty of perjury recuted on	that the 1022 D / YY ed represial Office Esq. for deb	this petition and have a rease foregoing is true and correct ryy essentative of debtor tor HARTON & GARRISON LLP	Victoria Printed r	Dolan name 06/15/2022
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	I h co leclare Ex	ave examined the informative control. under penalty of perjury secuted on	that the 1022 D / YY ed represial Office Esq. for deb	this petition and have a rease foregoing is true and correct ryy essentative of debtor tor HARTON & GARRISON LLP	Victoria Printed r	Dolan name 06/15/2022 MM/DD/YYYY
	I h co leclare Ex	ave examined the information of	that the 1022 D / YY ed represial Office Esq. for deb	this petition and have a rease foregoing is true and correct ryy essentative of debtor tor HARTON & GARRISON LLP	Victoria Printed r	Dolan name 06/15/2022 MM/DD/YYYY 10019 ate ZIP Code asta@paulweiss.com
18. Signature of attorney	I h co leclare Ex	ave examined the informative control. under penalty of perjury secuted on	that the 1022 D / YY ed represial Office Esq. for deb	this petition and have a rease foregoing is true and correct ryy essentative of debtor tor HARTON & GARRISON LLP	Victoria Printed r	Dolan name 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 identify th	e case:
United States Bankruptcy Court for th	e:
Southern District of New York (State)	
Case number (if known):	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		



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
Beautyge II, 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	

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		- 、		
In re:)	Chapter 11	
Beautyge II, 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
DEMI ON INC	1000/
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%



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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,	Indicate if claim is contingent, unliquidated, or disputed	If claim is partially see	secured, fill in only uns	amount and deduction
			and government contracts)		Total claim, if	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services Go 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	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. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashock.sudan@verescence.com PHONE - 770- 385-3800	Trade Payable				\$ 4,022,309
4	Orange Die Cutting Corp PO 2295 1 Favorite Ave Newburgh, NY 12550 United States	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,358
5	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc	Eric H. Brunngraber Chief Executive Officer EMAIL - cmreardon@cassinfo.com PHONE - 314-506-5500	Trade Payable	Control of the Contro			\$ 1,925,122
11	Flywheel Digital LLC Ascential Inc 1801 Porter 5t. 300 Baltimore, MO 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 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 A HANGE

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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 se-	secured, fill in only un	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	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	FAX - 650-605-4600 Mayuresh kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC	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	Trade Payable				\$ 1,357,227
22	Dallas, TX 75202	FAX - 973-659-6504 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	Trade Payable			49	\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W SP4 Canada	FAX - 212-980-4312 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 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 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	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	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 317 Floor San Francisco, CA 94105 United States	FAX - 845-856-8831 Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S S BANKAR

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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	Indicate if claim is contingent, unliquidated, or disputed	if the claim is fully un If claim is partially se	count of unsecured claim c claim is fully unsecured, fill in only unse sim is partially secured, fill in total claim a alue of collateral or setoff to calculate uns	
			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	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	Patricla Kelly Chief Financial Officer EMAIL - kelly.patricla@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 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



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Fill in this information to identify the case ar	nd this filing:
Debtor Name Beautyge II, 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:

	□ Schedule A/B: Assets-Real and Personal Property (Official Form	206A/B)						
	□ Schedule D: Creditors Who Have Claims Secured by Property (C	Official Form 206D)						
	□ Schedule E/F: Creditors Who Have Unsecured Claims (Official F	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)						
	□ Schedule G: Executory Contracts and Unexpired Leases (Officia	l Form 206G)						
	□ Schedule H: Codebtors (Official Form 206H)	Schedule H: Codebtors (Official Form 206H)						
	☐ Summary of Assets and Liabilities for Non-Individuals (Official Fo	orm 206Sum)						
	□ Amended Schedule							
\boxtimes	□ Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the (Official Form 204)	50 Largest Unsecured Claims and Are Not Insiders						
\boxtimes	Other document that requires a declaration List of Ec	guity Security Holders and Corporate Ownership						
decl	declare under penalty of perjury that the foregoing is true and correct.							
Exec	Executed on 06/15/2022	/ Victoria Dolan						
	MM/ DD/YYYY Signat	ure of individual signing on behalf of debtor						
	Victor	ia Dolan						
		d name Financial Officer						
	Position	on 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 BANK 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 "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.
- 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 SS

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

A Commissioner for Taking Affidavits

Clau B

Fill in this information to i	dentify the case:		
United States Bankruptcy C			
Southern	District of	New York (State)	☐ Check if this is ar
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	BrandCo Charlie 202	20 LLC					
2.	All other names debtor used in the last 8 years	Unsub 2 2020, LLC						
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	85-2402013						
4.	Debtor's address	Principal place of bu	Principal place of business			dress, if differ s	ent from p	rincipal place
		3411 Silverside Roa	d		One New Y	ork Plaza		
		Number Street			Number	Street		
		Tatnall Building, #10	14					
		Tudian Danding, #10			P.O. Box			
		Wilmington	DE	19801	New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
					Location o principal p	f principal ass lace of busine	sets, if diffe	rent from
		New Castle						
		County			Number	Street		- Company of the Comp
					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 BANKRUPICY COURT,SDNY

BY: MUNICUL POOL DEPUTY CLERK



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De	btor	BrandCo Charlie 2020 LL Name	С		Case Number (If known)
6.	Type of	f debtor	⊠ Co	poration (including	g Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			□ Par	tnership (excludin	g LLP)
			□ Oth	er. Specify:	
********	·				
7.	Describ	be debtor's business		. Check One:	in and the defined in AA II O O 0 404/07A\\
					siness (as defined in 11 U.S.C. § 101(27A))
				=	al Estate (as defined in 11 U.S.C. § 101(51B))
					ined in 11 U.S.C. § 101(44)) defined in 11 U.S.C. § 101(53A))
				·	ker (as defined in 11 U.S.C. § 101(6))
					as defined in 11 U.S.C. § 781(3))
				None of the abo	* '''
		-			
				Check all that ap	• •
				·	ity (as described in 26 U.S.C. § 501)
			L	§ 80a-3)	pany, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C.
		_		Investment advi	sor (as defined in 15 U.S.C. § 80b-2(a)(11))
			С	http://www.usco	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 w	vhich chapter of the	C	heck One:	
	Bankruptcy Code is the debtor filing?			Chapter 7	
		3 .		Chapter 9	
			×	Chapter 11. Ch	eck 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.
				Q	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	SBANKAZ

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De	ebtor BrandCo Charlie 2020	LLC	Case Numbe	er (If known)		
	Name					
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	⊠ No □ Yes. District	w	/henMM/DD/YYYY	Case number	
	If more than 2 cases, attach a separate list.	District	W	/hen MM/DD/YYYY	Case number	
10	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	□ No ⊠ Yes. Debtor	See Rider 1		Relationship	Affiliate
	List all cases, if more than 1, attach a separate list.	District Case numi	Southern District of No.		When	06/15/2022 MM / DD / YYYY
11	. Why is the case filed in <i>this</i>	Check all that apply:			······································	
.,	district?	Debtor has had its immediately preceded district.	s domicile, principal place eding the date of this peti e concerning debtor's affi	ition or for a longer part	of such 180 days	s than in any other
12	. Does the debtor own or have possession of any real property or personal property that needs immediate attention?	Why does th ☐ It poses safety. What is ☐ It needs ☐ It includ attention	to be physically secured les perishable goods or a n (for example, livestock, or other options).	diate attention? (Check hreat of imminent and id d or protected from the wassets that could quickly , seasonal goods, meat,	entifiable hazard entifiable hazard reather. deteriorate or lo dairy, produce,	to public health or
		Со	surance agency ontact name			
	Statistical and	d administrative informat	tion			
13,	Debtor's estimation of available funds	Check one: ☑ Funds will be availab ☐ After any administrati			for distribution to	o unsecure ocinques

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Debtor	BrandCo Charlie 2020 Name	LLC		ı	Case Number (If known)			
14. Estima credita	ated number of ors ¹		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-5 50,001-1 More tha	
15. Estima	ated 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		\$1,000,0 \$10,000,	0,001-\$1 billion 00,001-\$10 billion 000,001-\$50 billion n \$50 billion
16. Estima	ated 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		\$1,000,0 \$10,000,0	0,001-\$1 billion 00,001-\$10 billion 000,001-\$50 billion n \$50 billion
	Request for Rel	ief, De	claration, and Signatur	es				
WARNING	Bankruptcy fraud is a \$500,000 or imprisor	a serio nment i	us crime. Making a false for up to 20 years, or bot	statem h. 18 U	ent in connection with a banl J.S.C. §§ 152, 1341, 1519, ar	kruptcy ca nd 3571.	ise can res	ult in fines up to
debtoi		l l co declare	nave examined the information of the information of the information of perjury secuted on06/15/2	nation in	petition on behalf of the debt in this petition and have a rea e foregoing is true and correct	sonable b		ne information is true and
		~	/s/ Victoria Dolan Signature of authorize Title Chief Finance	·		Victoria Printed		
18. Signat	ure of attorney	* 	Firm name 1285 Avenue of the A Number New York City	for deb	HARTON & GARRISON LLF as	N' St	ate	10019 ZIP Code
			(212) 373-3000 Contact phone 2568046 Bar number		NY State		pasta@pau Email a	ulweiss.com ddress
Verrentti i transperi i verrentti i transperi i transp			Set Milloci		State			S S S S S S S S S S S S S S S S S S S

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

22-1	0764-ds	S
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Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of Ne	ew York
(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 "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 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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

LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Decuture I	One New York Plaza	1000/
Beautyge I	New York, New York 10004	100%

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

	······································
In re:) Chapter 11
BrandCo Charlie 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:	4,00908-90908
Debtor name: Revion Inc., et al.	
United States Bankruptcy Court for the: Southern District of New York	
Case number (II 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,	if the claim is fully un	secured, fill in only un	
	STATE OF THE STATE OF THE STATE OF		bank loans, professional services,	unliquidated, or disputed		cured, fill in total claim or setoff to calculate u	
80			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	Rick Prokosch			,		
:	60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292	EMAIL - rick.prokosch@usbank.com PHONE - 551- 466-3000 FAX - 651-466-7430	6.25% Senior Nates due 2024				\$ 442,531,771
	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE	Eric Hawkins Partner		- At the Mindle - Land			
Ľ	Ste 4000 Atlanta, GA 30308-3243 United States	EMAIL - ehawkins@hpyfaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
	Verescence North America Inc. Verescene NA	Ashok Sudan					
1	900 Third Ave 4th Floor New York, NY 10022	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	Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com	Trade Payable				\$ 3,641,358
	United States	PHONE - 845-562-0900 FAX - 845-562-1020					
4	NCH Marketing Services, Inc. 155 N. Pfingsten Road, Suite 200 Deerfield, 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 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
-	Triuiti, 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				\$ 2,419,449
1	United States Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com	Trade Payable				\$ 2,337,795
	United States Givaudan Fragrances Corp	PHONE - 201-567-2267 Gilles Andrier			·····		
,	Mt. Olive, NJ 07828 United States	Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	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			omening the state of the state	\$ 1,925,122
11	Ascential Inc 1801 Porter St. 300 Baltimore MD 2122D	Earry Pluimer Chief Executive Officer EMAIL - pluimerl@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	3202 Elam Farms Pkwy Mufreesboro, TN 37127	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m	Trade Payable				5 1,856,440
		PHONE - 615-396-9156 FAX - 615-867-9986					
13	Via Dell'Industria 22 26013 Crema (Cr), Cremona, Italy	Renato Ancorotti Chief Executive Officer EMAIL - rancorott(@ancorotticosmetics.com PHONE - 3-738-768-1113	Trade Payable				\$ 1,729,242
14	Smolice 1L Hala F Strykow, 95-010	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	Jelfrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE SAME

	Iviain Document Pg to 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	if the claim is fully unsecured, fill in only unsecured 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	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 Miasnik Chiel 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@dobsiegal.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				5 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW SP4 Canada	Stawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-299-9627 Brian Travers	Trade Payable				\$ 1,198,038
25	618 Spirit Drive Chesterfield, MO 63005 United States	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	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 (70 Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270 United States	Tyson Gamble Counsel EMAIL - Igamble@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	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 BANKAR

	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 unsecurer if the claim is fully un If claim is partially see for value of collateral	secured, fill in only un tured, fill in total clain	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 Dassin, Gerald	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 lile	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 - 202-336-4112	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 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



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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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

Declaration and signature

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

	I have examined the information in the documents checked below an correct:	d I have a reasonable belief that the information is true and					
	Schedule A/B: Assets-Real and Personal Property (Official F	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	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 Statement	Equity Security Holders and Corporate Ownership					
decl	eclare under penalty of perjury that the foregoing is true and correct.						
Exec	xecuted on	/s/ Victoria Dolan					
		nature of individual signing on behalf of debtor					
		ctoria Dolan					
	• •	nted name lef 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 Revion 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 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 TT

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

A Commissioner for Taking Affidavits

Clau B

Fill in this information to identify the case:					
United States Bankruptcy	Court 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	PPI Two Cor	rporation						
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)	13-3298307							
4.	Debtor's address	Principal pla	ace of busine	SS		Mailing add	dress, if diffe	rent from p	incipal place
		One New 10	I K F IdZd			Number	Street		
		Number	Street			1000			
				75	12155	P.O. Box			
		New York		NY	10004				
		City		State	Zip Code	City		State	Zip Code
							f principal as lace of busin		erent from
		New York				1-4-1			
		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: DEPUTY CLERK



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Debtor PPI Two Corporation		Case Number (If known)
	Name	
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
		☐ Partnership (excluding LLP)
		☐ Other. Specify:
	. ,	
7.	Describe debtor's business	A. Check One:
		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
		☐ Railroad (as defined in 11 U.S.C. § 101(44))
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
		None of the above ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
		B. Check all that apply:
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
		 Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))
		 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
	debter ming.	☐ 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

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Debtor	PPI Two Corporation			Case N	umber <i>(if i</i>	known)		
filed b	orior bankruptcy cases y or against the debtor the last 8 years?	⊠ No □ Yes.	District	A-A	When	MM/DD/YYYY	Case number	
lf more separa	than 2 cases, attach a te list.		District		When	MM/DD/YYYY	Case number	
pendir busine	y bankruptcy cases ig or being filed by a ess 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.			nber, if known			When	06/15/2022 MM / DD / YYYY
	the case filed in <i>this</i>	Check all	that apply:					
distric	t?		ediately prec	ts domicile, principal eding the date of thi				
		⊠ A bai	nkruptcy cas	se concerning debtor	's affiliate,	general partner, c	r partnership is p	pending in this district.
posse: proper	he debtor own or have ssion of any real ty or personal property seds immediate on?		Why does t It poses safety. What is It need. It includes attention assets Other	w for each property the property need in sor is alleged to pose the hazard? Is to be physically seed the sperishable good on (for example, lives or other options).	nmediate e a threat cured or p s or asset	attention? (Checon of imminent and interpretate of imminent and imminent	k all that apply.) dentifiable hazard weather.	ose value without
			□ No □ Yes. In	erty insured? Insurance agency				
	Statistical and	d administra	tive informa	ation				
	r's estimation of ole funds	Check one:		ble for distribution to	unsecure	d creditors		S BANKRO

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

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Name PPI IWO COIPOIATION			,	Case Number (# known)				
14. Estimated number of		1-49		1,000-5,000	í	□ 25,001	-50,000	
creditors ¹		50-99		5,001-10,000			-100,000	
ordanoro		100-199		10,001-10,000			an 100,000	
		200-999		10,001-23,000	į.	_ More u	iaii 100,000	
	J	200-333						
15. Estimated assets		\$0-\$50,000		\$1,000,001-\$10 million		□ \$500.0	00,001-\$1 billion	
		\$50,001-\$100,000		\$10,000,001-\$50 million			,000,001-\$10 billion	
		\$100,001-\$500,000		\$50,000,001-\$100 million			0,000,001-\$50 billion	
		\$500,001-\$1 million		\$100,000,001-\$500 million	n	☐ More th	an \$50 billion	
16, Estimated liabilities		\$0-\$50,000		\$1,000,001-\$10 million		□ \$500.00		
Tot Louisia and made		\$50,001-\$100,000		\$10,000,001-\$50 million			000,001-\$10 billion	
		\$100,001-\$500,000		\$50,000,001-\$100 million			0,000,001-\$50 billion	
		\$500,001-\$1 million		\$100,000,001-\$500 million			an \$50 billion	
Request for Rel	ief, De	claration, and Signatur	es					
WARNING Penksuntau fraud in		o orino. Making a falsa	atatan	eart in agreeation with a hor	. les un face		suit in fines up to	
WARNING Bankruptcy fraud is a \$500,000 or imprisor				J.S.C. §§ 152, 1341, 1519, a			suit in lines up to	
17. Declaration and signature of authorized representative of		e debtor requests relief tition.	in acco	rdance with the chapter of ti	tle 11, U	Inited States	Code, specified in this	
debtor	I have been authorized to file this petition on behalf of the debtor.							
				n this petition and have a rea		a balief that	the information is true and	
		rrect.	ialioni	Tuns pendon and have a rea	asonabit	e bellet (tat	the information is true and	
Ic	leclare	under penalty of perjury	that th	e foreg o ing is true and corre	ct.			
	Ex	ecuted on 06/15/2	022					
			D/YY	YY				
	×	/s/ Victoria Dolan			Victo	ria Dolan		
		Signature of authorize	ed repre	esentative of debtor		ed name		
		Title <u>Chief Financi</u>	ial Offi	cer				
18. Signature of attorney	×	/s/ Paul M. Basta, E			Date	06/15/2	0022	
,		Signature of attorney		tor	_	MM/DD/		
		Paul M. Basta						
		Printed Name						
		PAUL, WEISS, RIFKI Firm name	IND, W	HARTON & GARRISON LL	.P			
		1285 Avenue of the	Δmeric	ac				
		Number		eet				
	****	New York			_	NY	10019	
		City				State	ZIP Code	
		(212) 373-3000					aulweiss.com	
		Contact phone			,	Email	address	
	-	2568046 Bar number		N) State	<u>r</u>		BANKA	
				- 1010				
						A. HTVC: VHIIT: CHIMMEDY CT. HANSETCHAN	/4/tmt&::://\tmt&::::/\tag{\frac{1}{2}}	

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

York	
	4.4
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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

)		
In re:)	Chapter 11	
PPI Two 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		
	New York, New York	100%	
Corporation	10004		

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11	
PPI Two Corporation	ı)	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: 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	e of creditor and complete mailing address, including zip code email address of creditor contact bar professi		contingent, unliquidated, or	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-WS3C SL 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 Parmell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ebawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 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 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
	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				\$ 2,877,814
-	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	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 PANAR

	A STATE OF THE STA		Commission Street, and Street, and Street,	Longing	Liping and the second	L 10 L 1 L 10 L 10 L 10 L 10 L 10 L 10	
	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 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 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	FAX - 503-600 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	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	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	FAX - 410-293-967 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
1 1	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 Stute	Tyson Gamble Counsel EMAIL - tgamble@sgptrial.com PHONE - 214-276-7680	Litigation Settlement				\$ 900,000
31	United States 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 BANKAR

Tebtor Revion, Inc., et al. 22-10787-dsj

Doc 1

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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	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	Noл-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 B.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



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d 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	t, another officer,	, or an authorized	agent of the	corporation;	a member or	an authorized	agent of the	partnership; or
another individual	serving as a rep	resentative of the	debtor in thi	s case.				

	I have examined the information in the documents checked below a correct:	nd I have a reasonable belief that the information is true and						
	☐ Schedule A/B: Assets-Real and Personal Property (Official F	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	☐ Schedule D: Creditors Who Have Claims Secured by Proper	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)						
	☐ Schedule E/F: Creditors Who Have Unsecured Claims (Office	sial Form 206E/F)						
	☐ Schedule G: Executory Contracts and Unexpired Leases (O	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 (Offici	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 (Official Form 204)	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 Statement							
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 S	ignature of individual signing on behalf of debtor ictoria Dolan						
		rinted name hief Financial Officer						
		osition 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 "Bankruptey Cases") under chapter 11 of the Bankruptey 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 Revion 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 BANK 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.



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 UU

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

A Commissioner for Taking Affidavits

Clau B

ill in this information to i	dentify the case:		
United States Bankruptcy C	ourt for the:	33.01	
Southern	District of	New York	
		(State)	☐ Check if this is
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.

Beautyge Brands U	ISA, Inc.					
Colomer Beauty Br	ands USA, Inc					
s,						
r N) <u>84-1445135</u>						
Principal place of b	ousiness		Mailing add of business	dress, if differ s	ent from pr	incipal place
9560 Towne Centre	Drive		One New Y	ork Plaza		
			Number	Street		
-			P.O. Box			
San Dieno	CA	92121	New York		NY	10004
City	State	Zip Code	City		State	Zip Code
			Location o principal p	f principal ass lace of busine	sets, if diffe	rent from
San Diego						
County			Number	Street		
			City		State	Zip Code
www.revlon.com						
	Colomer Beauty Brossed Section 1984-1445135 Principal place of books 19860 Towns Centred Number Street San Diego City San Diego County	Principal place of business 9560 Towne Centre Drive Number Street San Diego CA City State San Diego County	Colomer Beauty Brands USA, Inc 84-1445135 Principal place of business 9560 Towne Centre Drive Number Street San Diego CA 92121 City State Zip Code San Diego County	Colomer Beauty Brands USA, Inc Principal place of business Principal place of business 9560 Towne Centre Drive Number Street P.O. Box San Diego Ca 92121 City State Zip Code City San Diego County Number City City City City City City City City	Colomer Beauty Brands USA, Inc Principal place of business 9560 Towne Centre Drive Number Street P.O. Box San Diego City State Zip Code San Diego County Mailing address, if differ of business One New York Plaza Number Street P.O. Box Location of principal assprincipal place of busines Street City Location of principal assprincipal place of busines Street City City City	Colomer Beauty Brands USA, Inc State Colomer Beauty Brands USA, Inc

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: LUMIN TO DEPUTY CLERK



Del	otor <u>Beautyge Brands USA</u>	Case Number (if known)					
	Name						
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))					
	31	□ 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)					
	Under which chapter of the	Check One:					
υ.	Bankruptcy Code is the	☐ Chapter 7					
	debtor filing?	□ 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					

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De	ebtor <u>Beautyge Brands USA</u>	eautyge Brands USA, Inc. Case Number (#known)				110000000000000000000000000000000000000		
	, and							
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	AVERAGE	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? List all cases, if more than 1, attach a separate list.		District	Southern Distric	t of New Y	ork	When	06/15/2022 MM / DD / YYYY
				ber, if known				
11.	. Why is the case filed in <i>this</i> district?	imme distric	or has had it diately prec ct.	eding the date of th	is petition o	r 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 own or have possession of any real property or personal property that needs immediate attention?	, [Why does to It poses safety. What is It needs It include attentice	the he property need it is or is alleged to poor the hazard? The hazard? The hazard be to be physically seed the seed the poor the poor the hazard be seed the seed the property of the prop	mmediate se a threat ecured or pr	attention? (Check of imminent and id control of imminent and id of imminent and id of imminent and id	k all that apply.) lentifiable hazard veather.	onal sheets if needed. If to public health or Dise value without or securities-related
		\	Where is the	e property?	Numbe	Street		
				Valoritado	City		State	Zip Code
		ı	s the prope	erty insured?				
			□ No					
		Γ		surance agency		- / 1//		
				ontact name none				
			, ,	ione				
	Statistical and	d administrat	ive informa	tion				
13.	Debtor's estimation of available funds			ole for distribution to			e for distribution t	o unsecure por political

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	eautyge Brands U ^{ime}	SA, Inc.		(Case Number (If known)			
14. Estimated creditors ¹	I number of		1-49 50-99 100-199 200-999		1,000-5,000 5,001-10,000 10,001-25,000		25,001-5 50,001-1 More tha	
15. Estimated	i 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		\$1,000,0 \$10,000,	0,001-\$1 billion 000,001-\$10 billion ,000,001-\$50 billion an \$50 billion
16. Estimated	l 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		\$1,000,0 \$10,000,	0,001-\$1 billion 00,001-\$10 billion 000,001-\$50 billion n \$50 billion
	Request for R	Relief, Decl	aration, and Signatur	es				
WARNING	Bankruptcy fraud i \$500,000 or impris	is a serious sonment fo	crime. Making a false r up to 20 years, or bot	statem h. 18 U	ent in connection with a bankr I.S.C. §§ 152, 1341, 1519, and	uptcy ca 3571.	se can res	ult in fines up to
		I ha corr I declare u Exe	ve examined the information rect. Inder penalty of perjury cuted on	nation ir that the	petition on behalf of the debtorn this petition and have a reason this petition and have a reason the foregoing is true and correct.		elief that th	ne information is true and
		×	/s/ Victoria Dolan Signature of authorize Title Chief Financi		sentative of debtor	Victoria Printed r		
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 debi	HARTON & GARRISON LLP	Date	06/15/20 MM/DD/Y`	
			Number New York City (212) 373-3000 Contact phone 2568046	Stre	NY	N) St	ate	ZIP Code Lilweiss.com ddress
			Bar number		State			45 BANK

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

Fill in this information t	o identify the case:		
United States Bankruptcy	/ Court for the:		
So	uthern 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)) Chapter 11
Beautyge Brands USA, Inc.)) Case No. 22()
)
Debtor.	,))

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		

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11
Beautyge Brands USA, 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%
ROUX LABORATORIES, INC.	100%



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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	Indicate if claim is contingent, unliquidated, or disputed	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)	property of	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		paramaj sceutes		\$ 442,531,771
2	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@arangepkg.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
	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, and rier@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 FAX - 615-867-9986	Trade Payable				\$ 1,856,440
	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 LL 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 - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				5 TO THE SECOND

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	example, trade debts, contingent, bank loans, unliquidated, or professional 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	
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	
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	
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	Trade Payable				\$ 1,408,335	
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	
The Niesen Company US LLC 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	
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	
Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000	
Firmenich 250 Plainsboro Road Plainsboro, NJ 08536	PHONE - 212-489-4800	Trade Payable				\$ 1,220,239	
PO Box 4232 Toronto, ON MSW SP4	S Lawrence Davis Chief Executive Officer EMAIL - Idavis@shorewoodgrp.com PHONE - 416-292-3990	Trade Payable				\$ 1,198,038	
618 Spirit Drive Chesterfield, MO 63005	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com	Trade Payable				\$ 1,065,274	
3401 Hillview Ave. Palo Alto, CA 94304	President, Chief Customer Officer EMAIL - sdhawan@vmware.com	Trade Payable				\$ 1,079,444	
90469 Collection Center Drive Chicago, IL 60693 United States	Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384	
Crystat Claire 165 Milner Ave Scarborough, ON M15 4G7 Canada	Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-421-5025	Trade Payable				\$ 968,578	
Plastek Industries Inc 2425 West 23Rd St Eric, PA 16506 United States	Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4400	Trade Payable				\$ 925,237	
c/o Simon Greenstone Panatier, PC 1201 Elm Street Suite 3400 Dallas, TX 75270	Tyson Gamble	Litigation Settlement				\$ 900,000	
Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, DO2 P820	Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400	Trade Payable				\$ 915,000	
PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311	Trade Payable				\$ 912,472	
Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105	Marc Benioff Chief Executive Officer	Trade Payable				S SEANARD SULLEY	
	One NY Plaza Co LLC 250 Vesey Street 15th Floor New York, NY 10281 United States Bibotta Inc 19957 Dept Ch. Ste 400 Palatine, IL 60055-9957 United States Quotient Technology Inc PO Box 204472 United States Quotient Technology Inc PO Box 204472 United States Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON MSW 5P4 Canada Premium Retail Services 618 Spirit Drive Chesterfield, MO 63005 United States Premium Retail Services 181 Spirit Drive Chesterfield, MO 63005 United States Vallassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12580 S United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12580 S United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12580 S United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12580 S United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12580 S United States Crystal Claire 165 Milner Ave Scarborough, ON MIS 4G7 Canada Plastek Industries Inc 245 Par 12500 United States Salesforce Tower 415 Mission Street 33 Milner Ave Salesforce Tower 415 Mission Street 33 Milner Ave Salesforce Tower 415 Mission Street 34 Milner Ave Salesforce Tower 415 Mission Street 34 Elong Salesforce Tower 415 Mission Street 34 Milner 415 Mission Street 3	including zip code Including zip code	Description Property Proper	mental and region of contraction of	Common protection Comm	Including in yook	

	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,	Amount of unsecure if the claim is fully un If claim is partially see	secured, fill in only un		
			professional services, and government	disputed	for value of collateral or setoff to calculate un		secured 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	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 at	nd this filing:	****
Debtor Name Beautyge Brands USA	, 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 reason and correct:	able belief that the information is true						
	□ 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	n 206D)						
	□ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/	F)						
	□ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206	G)						
	□ Schedule H: Codebtors (Official Form 206H)							
	☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sun	m)						
	□ Amended Schedule							
\boxtimes		Unsecured Claims and Are Not Insiders						
\boxtimes	Ø Other document that requires a declaration	ity Holders and Corporate Ownership						
l decl	I declare under penalty of perjury that the foregoing is true and correct.							
Exec	Executed on 06/15/2022 /s/ Victoria Do	olan						
	MM/ DD/YYYY Signature of individ Victoria Dolan	dual signing on behalf of debtor						
	Printed name Chief Financial Of	fficer						
	Position or relation	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 "<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, Weiss

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

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

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

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

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

c. Post-Petition Financing

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

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

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

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

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

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

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 VV

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

A Commissioner for Taking Affidavits

Clau B-

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Fill in this information to	identify the case:		
United States Bankruptcy C	Court for the:		
Southern	District of	New York	
		(State)	☐ Check if this is an
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	Bari Cosmetics, Lt	d.					
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)	45-5569710						
4.	Debtor's address	Principal place of b			Mailing ad of busines	dress, if differ s	ent from pi	rincipal place
		Number Stre			Number	Street		
		New York	NY	10004	P.O. Box			
		City	State	Zip Code	City		State	Zip Code
					Location of principal p	f principal ass lace of busine	sets, if diffe ess	erent from
		New York County			Number	Street		
		33311,			-			
					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: MUNAU PALE DEPUTY CLERK



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De	btor Bari Cosmetics, Ltd.	Case Number (if known)					
	Name						
6.	Type of debtor	☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))					
		☐ Partnership (excluding LLP)					
		☐ Other, Specify:					
7.	Describe debtor's business	A. Check One:					
•		☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))					
		☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))					
		☐ Railroad (as defined in 11 U.S.C. § 101(44))					
		☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))					
		☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))					
		☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))					
		☑ None of the above					
		B. Check all that apply:					
		☐ Tax-exempt entity (as described in 26 U.S.C. § 501)					
		 Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3) 					
		☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))					
		 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					
	debter timigt	☐ 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					



22-10786-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 00:26:07 Main Document Pa 3 of 25 Bari Cosmetics, Ltd. Debtor Case Number (# 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 ✓ Yes. Relationship **Affiliate** Debtor See Rider 1 business partner or an affiliate of the debtor? Southern District of New York District List all cases, if more than 1. When 06/15/2022 attach a separate list. MM / DD / YYYY 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 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district. \boxtimes 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. 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

> Contact name Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☑ Funds will be available for distribution to unsecured creditors.

Insurance agency

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

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Debto	r <u>Bari Cosmetics, L</u> Name	_td.			Case Number (if known)	***************************************	
	timated number of editors ¹		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. Es	timated 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. Es	timated 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 fo	r Relief, Dec	laration, and Signatur	es			
17. De au		e of The correction of the cor	or up to 20 years, or bot e debtor requests relief cition. ave been authorized to a cave examined the informatic. under penalty of perjury	h. 18 lin acco file this nation i	petition on behalf of the debto	id 3571. e 11, Unite or. sonable be	ed States Code, specified in this elief that the information is true and
		*		D / YY	esentative of debtor	Victoria Printed r	
18. Sig	gnature of attorney	*	/s/ Paul M. Basta, E Signature of attorney Paul M. Basta Printed Name	for deb		***************************************	06/15/2022 MM/DD/YYYY
			PAUL, WEISS, RIFK Firm name 1285 Avenue of the . Number New York City (212) 373-3000 Contact phone 2568046	Americ	HARTON & GARRISON LLP	N\ St	r 10019 ate ZIP Code pasta@paulweiss.com Email address

Bar number

State

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	ase:
United States Bankruptcy Court for the:	
Southern District	of New York
(St	ate)
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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11	
Bari Cosmetics, Ltd.)	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	

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

)
In re:) Chapter 11
Bari Cosmetics, 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	
OPP PRODUCTS, INC.	100%



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•		Main Docur

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,	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,	contingent, unliquidated, or disputed	If claim is partially see	secured, fill in only uns cured, fill in total claim or setoff to calculate u	amount and deduction
			and government contracts)		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-WS3C St. Paul, MN 55107-2292 Lipited 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
	United States Hawkins Parnell & Young LLP 303 Peachtree St. NE 2 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
	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 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
	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				\$ 2,877,814
	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
	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
	Givaudan Fragrances Corp 300 Waterloo Valley Road Mr. 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
13	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
13	3202 Elam Farms Pkwy Mufreesboro, TN 37127 Lloited States	Lomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.co m PHONE - 615-396-9156 FAX - 615-867-9986	Trade Payable				5 1,856,440
1:	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
15	Afray Lanada Inc 45 Progress Ave. Toronto ON M19 246	Jeffrey K. Casselman Chief Executive Officer EMAIL - jcasselman@arraymarketing.com PHONE - 416-299-4865 FAX - 416-292-9759	Trade Payable				S TO THE SEAL S

		Main Boodh	ione i giro				
Faith 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	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 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	Dailas, 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	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. 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	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	United States	Brian Travers Chief Executive Officer EMAIL - btravers@premiumretail.com PHONE - 800-800-7318 Sumit Dhawan	Trade Payable				\$ 1,065,274
26	Palo Alto, CA 94304 United States	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	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 - Igamble@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 ESBANAPE STURENT

	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	secured, fill in only uns	amount and deduction
			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	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	United States 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 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



Fill in this information to identify the case a	nd this filing:	
Debtor Name Bari Cosmetics, Ltd.		
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:	d 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 Cla	aims (Official Form 206E/F)
	Schedule G: Executory Contracts and Unexpired L	eases (Official Form 206G)
	Schedule H: Codebtors (Official Form 206H)	
	Summary of Assets and Liabilities for Non-Individu	uals (Official Form 206Sum)
	Amended Schedule	
Ø	Chapter 11 or Chapter 9 Cases: List of Creditors V (Official Form 204)	Who Have the 50 Largest Unsecured Claims and Are Not Insiders
\boxtimes	Other document that requires a declaration	List of Equity Security Holders and Corporate Ownership
decl	lare under penalty of perjury that the foregoing is true and c	correct.
Exec	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 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, 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, 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 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 WW

THIS IS **EXHIBIT "WW"** REFERRED TO IN AFFIDAVIT OF MARLEIGH DICK, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 23rd 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:	- h.e. i	
Southern	District of	New York	
		(State)	□ Check if this is
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	Revion Canada Ir	nc.					
2.	All other names debtor used in the last 8 years	Colomer Canada	, Ltd.					
	Include any assumed names, trade names, and doing business as names							
3.	Debtor's federal Employer Identification Number (EIN)	N/A		_				
4.	Debtor's address	Principal place of	f business		Mailing ad of busines	dress, if differ	ent from pr	incipal place
		1590 South Gates	way Road		One New \	ork Plaza		
			reet		Number	Street		
		Mississauga, On	tario LAW 0A8					
		mississaugu, Oil	tano L4W 0A0		P.O. Box			
		Canada			New York		NY	10004
		City	State	Zip Code	City		State	Zip Code
					Location of principal p	of principal assolace of busine	sets, if diffe ess	erent 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: LUNU YOU DEPUTY CLERK



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

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Debtor Revious Name	n Canada Inc.			_ Case	Number (if)	known)		
). Were prior bai		⊠ No						
filed by or aga within the last	inst the debtor : 8 years?	☐ Yes.	District		When	MM/DD/YYYY	Case number	
If more than 2 of separate list.	cases, attach a		District		When	MM/DD/YYYY	Case number	***************************************
0. Are any bankr pending or be business part affiliate of the	ing filed by a ner or an	□ No ⊠ Yes.	-	See Rider 1			Relationship	Affiliate
List all cases, it	f more than 1,			Southern Distri	ct of New Y	ork	When	06/15/2022 MM / DD / YYYY
attach a separa			Case numb	er, if known				
 Why is the cas district? 	se filed in <i>this</i>	Check all to ☐ Debto		dominilo princip	al place of b	usinoss or princin	al accets in this	district for 190 days
			diately preced					district for 180 days s than in any other
		⊠ A ban	kruptcy case	concerning debt	tor's affiliate,	general partner, o	or partnership is p	pending in this district.
property or pe that needs im attention?	ersonal property mediate		It poses of safety. What is t It needs to the safety of the safety.	or is alleged to posterior is alleged to posterior. The hazard? In to be physically so the posterior is alleged to posterior.	ose a threat secured or p ods or assets	rotected from the v	dentifiable hazard weather. deteriorate or lo	d to public health or se value without or securities-related
		V	Where is the	property?	Numbe	er Street		
					City		State	Zip Code
				urance agency				
	Statistical and	administrati	ive informati	ion				
3. Debtor's estim	nation of	Check one:		<u></u>				BANI
available fund	s			e for distribution		d creditors.	- for all-kally skips	Z III (Z)

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Debtor Revion Canada Inc.	W	Case Number (if known)	
14. Estimated number of creditors ¹	□ 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 R	elief, Declaration, and Signatu	res	
		e statement in connection with a bank th. 18 U.S.C. §§ 152, 1341, 1519, an	
17. Declaration and signature of authorized representative of debtor	petition. I have been authorized to I have examined the inform correct. I declare under penalty of perjury Executed on 06/15/2 MM/ I	file this petition on behalf of the debto mation in this petition and have a reas that the foregoing is true and correct	conable belief that the information is true and
	Title Chief Financ	ial Officer	
18. Signature of attorney	/s/ Paul M. Basta, in Signature of attorney		Date <u>06/15/2022</u> MM/DD/YYYY
	Paul M. Basta Printed Name		
	PAUL, WEISS, RIFK Firm name	IND, WHARTON & GARRISON LLP	
	1285 Avenue of the		
	Number New York	Street	NY 10019
	City	· · · · · · · · · · · · · · · · · · ·	State ZIP Code
	(212) 373-3000		pbasta@paulweiss.com
	Contact phone		Email address
	2568046 Bar number	NY State	SBANKAZ

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 Cou	urt for the:		
Southe	rn District of Nev	v York	
	(State)		
Case number (if known):		Chapter 1	1

☐ 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11		
Revlon Canada 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	
Revlon International Corporation	New York, New York	100%
•	10004	

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11		
Revlon Canada Inc.))	Case No. 22-	()
2)		• •	
Ε	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	
REVLON INTERNATIONAL	100%
CORPORATION	



Fill in this information to identify the case:
Debtor name: Revion Inc., et al.
Inited 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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contac	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 amou 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	100
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 setoff	Unsecured clain \$ 442,531,7
	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				\$ 4,379,0
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				\$ 4,022,3
4		Anthony Esposito Chief Executive Officer EMAIL - aesposito@orangepkg.com PHONE - 845-562-0900 FAX - 845-562-1020	Trade Payable				\$ 3,641,3
,	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				\$ 2,962,0
	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				2,877,8
3	ord Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer IMAIL - Zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable			5	2,419,44
7 U	0 Campus Road Cotowa, NJ 07512 Enlited States Fig. 10 Campus Road	fenry Cho hief Executive Officer MAIL - henry.c@englewoodlab.com HONE - 201-567-2267 Silles Andrier	Trade Payable			\$	2,337,79
3 N U	00 Waterloo Valley Road It. Olive, NJ 07828 Enited States P	hief Executive Officer MAIL - gilles.andrier@givaudan.com HONE - 973-576-9500	Trade Payable			\$	2,117,71
SI U	2444 Powerscourt Drive, 550 t Louis, MO 63131	ric H. Brunngraber hief Executive Officer MAIL - cmreardon@cassinfo.com HONE - 314-506-5500	Trade Payable			ş	1,925,127
A: 18 B:	scential Inc Li 801 Porter St. 300 Cl 8litimore, MD 21230 El	orry Pluimer hief Executive Officer MAIL - pluimerl@flywheeldigital.com HONE - 206-257-8207	Trade Payable			ş	1,884,047
32 V1	chwan Cosmetics USA, Inc. CI Elam Farms Pkwy Ufreesboro, TN 37127 or ilted States	omás Espinosa nief Executive Officer MAIL - bin.gabriesheski@schwancosmeticsusa.c n 10NE - 615-396-9156 IX - 615-867-9986	Trade Payable			s	1,856,440 BANKO
/ia 26	ocorotti Cosmetics D Dell'Industria 22 Cth 013 Crema (Cr), Cremona, Iy rai	nato Ancorotti ief Executive Officer	Trade Payable			No.	TEAL OF

22-10799-dsj Doc 1 Debtor <u>Revlon, Inc.</u>

Filed 06/16/2022 Main Document

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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)	Supplied to the supplied of the supplied to th	Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
14	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egasti Executive Chairman EMAIL - jamieegasti@vpi-inc.com PHONE - 312-255-4800	Trade Payable				\$ 1,607,33
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				\$ 1,478,92
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				\$ 1,465,61
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				\$ 1,440,51
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				\$ 1,408,33
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				\$ 1,405,10
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				\$ 1,361,65
21	Fiabila U5A Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasník Chief Executive Officer EMAIL - pmiasník@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,22
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Talc Settlement				\$ 1,125,00
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				\$ 1,220,23
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				\$ 1,198,03.
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				\$ 1,065,27
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				\$ 1,079,44
27	Valassis Communications Inc 90469 Collection Center Drive Chicago, IL 60693 United States	Victor Nichals Chief Executive Officer EMAIL - victor.nichals@uk.experian.cam PHONE - 866-250-9689	Trade Payable				\$ 1,010,38
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				\$ 968,57
29	Plastek Industries Inc 2425 West 23Rd 5t Erie, PA 16506 United States	Dennis J Prischak Chief Executive Officer EMAIL - prischakd@plastekgroup.com PHONE - 814-878-4490 FAX - 814-878-4499	Trade Payable				BANKR

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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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



Declaration and signature

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

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

	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)				
	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)				
	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)				
	Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)				
	Schedule H: Codebtors (Official Form 206H)				
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)				
	Amended Schedule				
\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 Ownershistatement				
decl	are under penalty of perjury that the foregoing is true and correct.				
Exec	outed 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, 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.
- 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 XX

THIS IS **EXHIBIT "XX"** REFERRED TO IN AFFIDAVIT OF MARLEIGH DICK, SWORN BEFORE ME OVER VIDEO CONFERENCE THIS 23rd 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 this is an
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.

Debtor's Name	Elizabeth Arden USC,	LLC					
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)	46-3104862						
Debtor's address	Principal place of bus	iness				ent from p	rincipal place
	- International Control of the Contr	Avenue		One New Y			
	Number Street			Number	Street		
	Suite #200						
				P.O. Box			
	Pembroke Pines	FL	33027	New York		NY	10004
	City	State	Zip Code	City		State	Zip Code
				Location o	f principal ass lace of busine	sets, if diffe	erent from
	Broward						
	County			Number	Street		
				City		State	Zip Code
Debtor's website (URL)	www.revlon.com and w	ww.elizabetha	arden.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 bus 880 Southwest 145th Anumber Street Suite #200 Pembroke Pines City Broward 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 880 Southwest 145th Avenue Number Street Suite #200 Pembroke Pines FL City State Broward 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) Principal place of business 880 Southwest 145th Avenue Number Street Suite #200 Pembroke Pines FL 33027 City State Zip Code Broward 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 880 Southwest 145th Avenue Number Street Suite #200 Pembroke Pines FL 33027 City State Zip Code Pembroke Pines FL 2ip Code Broward County Number City City City 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 880 Southwest 145th Avenue Number Street Number Street Suite #200 Pembroke Pines FL 33027 City State Zip Code Broward County Number Street Number Street 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) Principal place of business 380 Southwest 145th Avenue Number Street Suite #200 Pembroke Pines FL 33027 City State Zip Code Broward County Mumber Street City State 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 BANKRUPTCY COURT, SDNY

BY: MUNILLYCELL DEPUTY CLERK



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De		Elizabeth Arden USC, LL	С	Case Number (# known)	
	,	Name			
6.	Type of	debtor			ng Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
			☐ Part	nership (exclud	ing LLP)
			□ Othe	er. Specify:	
7.	Describ	e debtor's business	A.	Check One:	
				Health Care 8	usiness (as defined in 11 U.S.C. § 101(27A))
				Single Asset F	eal Estate (as defined in 11 U.S.C. § 101(51B))
				Railroad (as d	efined in 11 U.S.C. § 101(44))
				Stockbroker (a	s defined in 11 U.S.C. § 101(53A))
				Commodity Br	oker (as defined in 11 U.S.C. § 101(6))
				Clearing Bank	(as defined in 11 U.S.C. § 781(3))
		_	⋈	None of the at	ove
			В.	Check all that	apply:
				Tax-exempt er	ntity (as described in 26 U.S.C. § 501)
				Investment cor § 80a-3)	mpany, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C.
		_		Investment ad	visor (as defined in 15 U.S.C. § 80b-2(a)(11))
			C.	http://www.us	American Industry Classification System) 4-digit code that best describes debtor. See courts.gov/four-digit-national-association-naics-codes.el Accessories and Other Apparel Manufacturing)
8.	Under w	hich chapter of the	Ch	eck One:	
	Bankrup debtor fi	tcy Code is the ilina?		Chapter 7	
		J.		Chapter 9	
			⊠	Chapter 11. C	heck all that apply:
				נ	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).
				C	☐ 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.
				C	☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
				Chapter 12	BANKA

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Det	btor <u>Elizabeth Arden USC, L</u>	LC	*	Case Number (#	known)	***************************************	
	Name						
	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	⊠ No □ Yes. D	Pistrict	When	MM/DD/YYYY	Case number	
	If more than 2 cases, attach a separate list.	D	District	When	MM/DD/YYYY	Case number	
	Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?	_	Debtor See Ride	er 1 n District of New Y	ork	Relationship	Affiliate
	List all cases, if more than 1, attach a separate list.		ase number, if knov			When	06/15/2022 MM / DD / YYYY
11.	Why is the case filed in <i>this</i>	Check all that	t apply:				-
	district?		as had its domicile, tely preceding the d				
		☑ A bankru	ıptcy case concerni	ng debtor's affiliate,	general partner, c	r partnership is p	pending in this district.
	Does the debtor own or have possession of any real property or personal property that needs immediate attention?	W h	y does the propert It poses or is alleg safety. What is the hazard It needs to be phys It includes perisha	ed to pose a threat d? sically secured or p able goods or asset aple, livestock, seastions).	attention? (Checon of imminent and in the content of the content o	k all that apply.) Ientifiable hazard veather.	onal sheets if needed. I to public health or ose value without or securities-related
				City		State	Zip Code
			he property insure No Yes. Insurance ag Contact nam Phone	gency			
X	Statistical and	administrative	information				
	Debtor's estimation of available funds		ne available for distr dministrative expens			e for distribution	o unsecure por pries

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Debtor <u>Elizabeth Arden USC</u> ,	LLC	Case Number (If kno	own)
14. Estimated number of creditors ¹	□ 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 m \$10,000,001-\$50 \$50,000,001-\$100 \$100,000,001-\$50	million
16. Estimated liabilities	□ \$0-\$50,000 □ \$50,001-\$100,000 □ \$100,001-\$500,000 □ \$500,001-\$1 million	\$1,000,001-\$10 m \$10,000,001-\$50 \$50,000,001-\$100 \$100,000,001-\$50	million ⊠ \$1,000,000,001-\$10 billion 0 million □ \$10,000,000,001-\$50 billion
Request for Re	lief, Declaration, and Signat	ures	
17. Declaration and signature of authorized representative of debtor	petition. I have been authorized to I have examined the inforcerrect. Meclare under penalty of perjuit Executed on	ef in accordance with the charton file this petition on behalf of the perition and have the foregoing is true a solution of the foregoing is true a solution of the foregoing is true a solution of the foregoing is true as solution of	apter of title 11, United States Code, specified in this of the debtor. have a reasonable belief that the information is true and and correct. Victoria Dolan
18. Signature of attorney	/s/ Paul M. Basta Signature of attorner Paul M. Basta Printed Name PAUL, WEISS, RIF Firm name 1285 Avenue of th Number New York City (212) 373-3000 Contact phone 2568046 Bar number	ey for debtor -KIND, WHARTON & GARRI	Date 06/15/2022 MM/DD/YYYY LISON LLP NY 10019 State ZIP Code pbasta@paulweiss.com Email address NY State

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

page 4

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

Fill in this information to identify the ca	ase:	
United States Bankruptcy Court for the:		
Southern District	of New York	
(Sta	ite)	
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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

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

LIST OF EQUITY SECURITY HOLDERS1

Name of Equity Holder	Address of Equity Holder	Percentage of Equity Held
Elizabeth Arden, Inc.	880 Southwest 145th Avenue, Suite #200 Pembroke Pines, Florida 33027	100%

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

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)) Chapter 11
Elizabeth Arden USC, 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%



Fill in this information to identify the case:	est a tradition of the	er Brig	enda estelekti.	teer te kanst
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.						
ſ	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,	if the claim is fully on	secured, fill in only un-	ecured claim amou
- 1	The state of the s		bank loans,	ACCOMPOSITION AND ACCOMPANION ACCORDS	364 CEC 848 CH 655 A CEC 974 SC 25 A CEC 975 CE	cured, fill in total claim	
- 1			professional services,	\$20,000,000,000,000,000,000,000,000,000,		or setoff to calculate u	
- 1	Company of the Compan	and the second second	463000000000000000000000000000000000000	uispuicu	101 value of confideral	or scioir to calculate ba	isconeu cjami.
	A CONTRACTOR OF THE SECURITIES AND A SEC	and the second second second second	and government			γ	
			contracts)			Deduction for	
					Total claim, if	yalue of collateral	
		10.10	24 (5) (7) (7) (8) (8) (8) (6)		partially secured	or setoff	Unsecured clai
	US Bank, National Association				- 1. · · · · · · · · · · · · · · · · · ·		
	Global Corporate Trust Services	Rick Prokosch					
	60 Livingston Avenue	EMAIL - rick.prokosch@usbank.com					
	EP-MN-WS3C	PHONE - 651- 466-3000	6.25% Senior Notes due 2024				\$ 442,531,
	St. Paul, MN 55107-2292	FAX - 651-466-7430					
- 1	United States						
1	Hawkins Parneli & Young LLP	Eric Hawkins					
	303 Peachtree St. NE	Partner					
	Ste 4000	EMAIL - ehawkins@hpylaw.com	Trade Payable			1	\$ 4,379,
	Atlanta, GA 30308-3243	PHONE - 312-667-8400				1	
_	United States Verescence North America Inc.	FAX - 877-566-1529				<u> </u>	
		L					
	Verescene NA	Ashok Sudan					
	900 Third Ave	President	Trade Payable				\$ 4,022
- 1	4th Floor	EMAIL - ashock_sudan@verescence.com	-				
	New York, NY 10022	PHONE - 770- 385-3800					
- 1	United States	Anthony Esposito					
	Orange Die Cutting Corp	Chief Executive Officer					
	PO 2295 1 Favorite Ave	EMAIL - aesposito@orangepkg.com	Trade Payable			1	\$ 3,641,
	Newburgh, NY 12550	PHONE - 845-562-0900]
- 1	United States	FAX - 845-562-1020					
-		Scott Hansen		·····			
	NCH Marketing Services, Inc.	Chief Executive Officer					
	155 N. Pfingsten Road, Suite 200	EMAIL - shansen@nchmarketing.com	Trade Payable				\$ 2,962
	Deerfield, IL 60015	PHONE - 915-772-3399	,				
- 1	United States	FAX - 847-317-0083					
	International Flavors & Fragrances	Andreas Fibig					
- 1	600 State Highway 36	Chief Executive Officer					
6	Hazlet, NJ 07730	EMAIL - andreas.fibig@iff.com	Trade Payable				\$ 2,877,
	United States	PHONE - 732-264-4500					
I		FAX - 212-708-7132	******				
	Tinuiti, Inc	Zach Morrison					
	121 S. 137h Street	Chief Executive Officer					
	3rd Floor	EMAIL - zach,morrison@tinuiti.com	Trade Payable				\$ 2,419,
	Philadelphia, PA 19107	PHONE - 833-845-8484					
	United States Englewood Lab, Inc	Henry Cho					
	20 Campus Road	Chief Executive Officer					
	Totowa, NJ 07512	EMAIL - henry.c@englewoodlab.com	Trade Payable				\$ 2,337
	United States	PHONE - 201-567-2267					
	Givaudan Fragrances Corp	Gilles Andrier					
	300 Waterloo Valley Road	Chief Executive Officer					
	Mt. Olive, NJ 07828	EMAIL - gilles.andrier@givaudan.com	Trade Payable				\$ 2,117
	United States	PHONE - 973-576-9500					
	Cass Information Systems Inc	Eric H. Brunngraber					
	12444 Powerscourt Drive, 550	Chief Executive Officer	Tendo Davella				\$ 1,925
IU	St Louis, MO 63131	EMAIL - cmreardon@cassinfo.com	Trade Payable				1,925
1	United States	PHONE - 314-506-5500					
	Flywheel Digital LLC	Larry Pluimer					
	Ascential Inc	Chief Executive Officer					l <u>.</u>
	1801 Parter St. 300	EMAIL - pluimerl@flywheeldigital.com	Trade Payable				\$ 1,884
	Baltimore, MD 21230	PHONE - 206-257-8207				1	
_	United States					ļ	
-		Tomás Espinosa					
ĺ	Schwan Cosmetics USA, Inc.	Chief Executive Officer EMAIL -					
	3202 Elam Farms Pkwy	robin.gabriesheski@schwancosmeticsusa.co	Trade Payable				\$ 1,896
14	Mufreesboro, TN 37127	m	Hade rayable				3 1,030
Ì	United States	I'''					
Ì		PHONE - 615-396-9156 FAX - 615-867-9986		1			
-1							***************************************
	Ancorotti Cosmetics	Renato Ancorotti		İ			
	Via Dell'Industria 22	Chief Executive Officer	Trade Payable				\$ 1,729
- 1	26013 Crema (Cr), Cremona,	EMAIL - rancorotti@ancorotticosmetics.com					
_ 1	Italy	PHONE - 3-738-768-1113					
	VPI Holding Company LLC	Jamie Egasti					
	Smolice 1L Hala F	Executive Chairman	Tenda Bayahia				\$ 1,607
	Strykow, 95-010	EMAIL - jamieegasti@vpi-inc.com	Trade Payable	İ		1	1,607
	Poland	PHONE - 312-255-4800				<u> </u>	
Ī		Jeffrey K. Casselman					SBANK
	Array Canada Inc	Chief Executive Officer					14/00
	45 Progress Ave.	EMAIL - jcasselman@arraymarketing.com	Trade Payable				5 4/111/2 3/8
	Toronta, ON M1P 2Y6	PHONE - 416-299-4865					[S 111 28]
- 1							
	Canada	FAX - 416-292-9759					1 /~/ 11/1/2

	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@cv∟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	Untiquidated			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	Laurentí, Giorgio L. Address on file	Contact information on file	Non-Qualified Pension	Uniiquidated			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@phgc.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 lile	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 655 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



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

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

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

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

Declaration and signature

I am the president	t, another officer,	or an authorized	agent of the cor	poration; a member	or an authorized	agent of the pa	artnership; or
another individual	serving as a reg	resentative of the	debtor in this ca	ise.			

	correct:	ind I have a reasonable belief that the information is tide and					
	□ 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 (Office	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)	Schedule H: Codebtors (Official Form 206H)					
	□ Summary of Assets and Liabilities for Non-Individuals (Office	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)					
	☐ Amended Schedule	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)					
×		of Equity Security Holders and Corporate Ownership					
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	ignature of individual signing on behalf of debtor					
		'ictoria Dolan					
	·	Printed name Chief Financial Officer					
	F	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 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.
- Revion 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 YY

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

A Commissioner for Taking Affidavits

Clau B

Fill in this information to id	entify the case:		
United States Bankruptcy Co	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	Cutex, 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)	61-1812963							
4.	Debtor's address	Principal pla		ess		Mailing ad of busines	dress, if diffe s	rent from p	rincipal place
		One new ro	THE TOTAL			Number	Street		
		Number	Street						
						P.O. Box			
		New York		NY	10004				
		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
5.	Debtor's website (URL)	www.revlon.c	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: MUNICIPATE DEPUTY CLERK



22-10805-dsj Doc 1 Filed 06/16/2022 Entered 06/16/2022 01:28:35 Main Document Pg 2 of 25

De	btor	Cutex, Inc.	Case Number (if known)				
6.	Туре	of debtor	 ☑ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify: 				
7	Doso	ibe debtor's business	A. Check One:				
7.	Desci	the deptor'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.		which chapter of the	Check One:				
		uptcy Code is the · filing?	☐ Chapter 7				
		_	☐ Chapter 9				
			☑ Chapter 11. Check all that apply:				
			 Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that). 				
			☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).				
			☐ The debtor is a small business debtor as defined 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter 5 of Chapter 11.				
			☐ A plan is being filed with this petition.				
			☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).				
			☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.				
			☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.				
			☐ Chapter 12				

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De	btor <u>Cutex</u>	, Inc.				Case i	Number (#	known)	errote and the second s	
9.		nkruptcy cases ainst the debtor t 8 years?	□ <i>'</i>	No Yes.	District	444444	When	MM/DD/YYYY	Case number	
	If more than 2 separate list.	cases, attach a			District	WALLEY V. C. CONTROL OF CONTROL O	When	MM/DD/YYYY	Case number	
10.	. Are any banki pending or be business part affiliate of the	ing filed by a ner or an	⊠	No Yes.	Debtor District	See Rider 1 Southern Distric	et of Now V	Cork	Relationship	Affiliate
	List all cases, i attach a separ					ber, if known	t of New 1	OIK	When	06/15/2022 MM / DD / YYYY
11.	. Why is the ca	se filed in <i>this</i>	Che	ck all t	hat apply:				**************************************	And the second s
	district?		×	Debto immed distric	or has had it diately prec tt.	eding the date of th	is 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.	possession of	ersonal property		Yes. A V C	Why does t It poses safety. What is It needs It include attentic assets Other	he property need s or is alleged to po the hazard? s to be physically s des perishable goo	immediate se a threat ecured or p	attention? (Check of imminent and id rotected from the v s that could quickly sonal goods, meat,	k all that apply.) entifiable hazard veather.	d to public health or see value without or securities-related
							City		State	Zip Code
					No □ Yes. In	erty insured? surance agency ontact name				
		Statistical and	admir	nistrati	ve informa	ition				
13.	Debtor's estin		Check	k one:						BANKA
	available fund	s				ole for distribution to		d creditors. ds will be available	for distribution t	o unsecuredoredias

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Debtor Cutex, Inc.		. (Case Number (if known)		
14. Estimated number of creditors ¹	☐ 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 Re	elief, Declaration, and Signa	tures			
debtor			petition on behalf of the debtor this petition and have a reaso		elief that the information is true and
ı	declare under penalty of perjue	ury that the 5/2022 // DD / YY			
l	declare under penalty of perjue	5/2022 // DD / YY` n rized repre	sentative of debtor	Victoria Printed r	
8. Signature of attorney	Executed on O6/1 MN /s/ Victoria Dola Signature of autho	5/2022 // DD / YY n rized repre ncial Offic	sentative of debtor	Victoria Printed r Date	
	Executed on O6/1	n rized reprending of the second of the seco	sentative of debtor er or	Victoria Printed r Date	name 06/15/2022
	Executed on O6/1 MM /s/ Victoria Dola Signature of autho Title Chief Fina /s/ Paul M. Basta Signature of attorn Paul M. Basta Printed Name PAUL, WEISS, RII Firm name 1285 Avenue of the Number New York	n rized reprending of the second of the seco	sentative of debtor er or HARTON & GARRISON LLP	Victoria Printed r Date	06/15/2022 MM/DD/YYYY
	Executed on O6/1 MM /s/ Victoria Dola Signature of autho Title Chief Fina /s/ Paul M. Basta Signature of attorn Paul M. Basta Printed Name PAUL, WEISS, RII Firm name 1285 Avenue of the Number	n rized repre ncial Offic a, Esq. ey for debt	sentative of debtor er or HARTON & GARRISON LLP	Victoria Printed r Date NY Sta	06/15/2022 MM/DD/YYYY

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 Cou	irt 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



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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

		-		
In re:)	Chapter 11	
Cutex, Inc.)	Case No. 22	()
	Debtor.)		
	Bestor.)		

LIST OF EQUITY SECURITY HOLDERS1

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

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

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UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:)	Chapter 11		
Cutex, 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	



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Fill in this information to identify the case:	CONSTRUCTION OF CONTROL OF CONTRO
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,	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecure if the claim is fully un If claim is partially see for value of collateral	secured, fill in only uncured, fill in total claim	amount and deduction
			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	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	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. 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 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	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
	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	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				SBANKR

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			,		Experience of the party of the second of the second	The second second second	SCHOOLSE BEEN SCOOLSE STANSON STANSON
	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 se-	secured, fill in only un	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	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	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	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	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	618 Spirit Drive	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	Sumit Dhawan President, Chief Customer Officer EMAIL - sdhawan@vmware.com PHONE - 408-221-5025	Trade Payable				\$ 1,079,444
27	90469 Collection Center Drive	Victor Nichols Chief Executive Officer EMAIL - victor.nichols@uk.experian.com PHONE - 866-250-9689	Trade Payable				\$ 1,010,384
28		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	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 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
	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	415 Mission Street	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				S SANKAR S

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		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
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, NW17QX United Kingdom	Contact information on file	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined
50	Financial Services Regulatory Authority of Ontario 25 Sheppard Ave W Suite 100 Toronto, ON M2N 6S6 Canada	Mark White Chief Executive Officer EMAIL - mark.white@fsrao.ca PHONE - 202-974-6012	Under Funded Pension Liability	Contingent, Unliquidated			Undetermined



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n 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:						
	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)						
	□ Schedule D: Creditors Who Have Claims Secured by	Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)					
	□ Schedule E/F: Creditors Who Have Unsecured Claim.	Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)					
	□ Schedule G: Executory Contracts and Unexpired Leas	ses (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						
\boxtimes	Chapter 11 or Chapter 9 Cases: List of Creditors Who (Official Form 204)	o Have the 50 Largest Unsecured Claims and Are Not Insiders					
\boxtimes	Other document that requires a declaration	List of Equity Security Holders and Corporate Ownership					
decl	eclare under penalty of perjury that the foregoing is true and corre	ect.					
Exe	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 "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 shall be conclusive evidence of the approval thereof by such Authorized Person and by such Revlon Group Company, and (iii) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions; and be it further

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

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Exhibit A Delaware Corporations

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



Exhibit B New York Corporations

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



Exhibit C Beautyge SPVs

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



TAB ZZ

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

A Commissioner for Taking Affidavits

Clau B-

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

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

1285 Avenue of the Americas

New York, NY 10019

Telephone: (212) 373-3000 Facsimile: (212) 757-3990

Proposed Counsel to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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

ORDER (I) AUTHORIZING REVLON, INC. TO ACT AS FOREIGN REPRESENTATIVE, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing Revlon, Inc. ("Revlon") to act as foreign representative on behalf of the Debtors' estates pursuant to section 1505 of the Bankruptcy Code and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter

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

Capitalized terms used but not otherwise defined herein shall have the meanings set forth to them in the Motion

pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at the hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

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

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

- 4. For the purposes of communicating with the Canadian Court (should it be necessary), this Court may utilize the JIN Guidelines issued by the Judicial Insolvency Network as this Court determines is just and proper.
- 5. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.
- 6. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: New York, New York June 17, 2022

s/ David S. Jones

Honorable David S. Jones United States Bankruptcy Judge

THEREBY ATTEST AND CERTIFY ON OF THE CORRECT COPY OF THE ORIGINAL FILED ON OUR COURT'S ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

__ DEPUTY CLERK



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 III)

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