

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

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

Applicant

**SUPPLEMENTAL APPLICATION RECORD (VOLUME III)**

June 23, 2022

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Lawyers for the Applicant

**TO: ATTACHED SERVICE LIST**

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**SERVICE LIST**

(as at June 23, 2022)

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# TAB LL



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



---

**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

Southern

District of

New York

(State)

Case number (if known): \_\_\_\_\_

Chapter 11

Check if this is an amended filing

Official Form 201

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

04/22

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

1. Debtor's Name Creative Nail Design, 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) 95-3448148

4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>9560 Towne Centre Drive</u> Number Street</p> <p><u>San Diego</u> <u>CA</u> <u>92121</u> City State Zip Code</p> <p><u>San Diego</u> County</p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u> Number Street</p> <p>P.O. Box _____</p> <p><u>New York</u> <u>NY</u> <u>10004</u> City State Zip Code</p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number Street _____</p> <p>City State Zip Code _____</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Muneeb Pasha DEPUTY CLERK



Debtor Creative Nail Design, Inc. Case Number (if known)  
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
  - Partnership (excluding LLP)
  - Other. Specify: \_\_\_\_\_

7. Describe debtor's 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Creative Nail Design, Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

Statistical and administrative information

13. Debtor's estimation of available funds Check one:  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Creative Nail Design, Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State



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

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
<b>Southern District of New York</b>	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



**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 HOLDERS<sup>1</sup>**

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

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





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

In re:	)	)	)	Chapter 11
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 CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%



Fill in this information to identify the case:  
 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

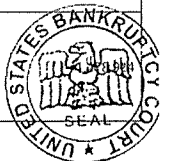
Official Form 204

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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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 - pluimeri@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable		\$		915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable		\$		912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable		\$		



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <b>Creative Nail Design, Inc.</b>	
United States Bankruptcy Court for the:	<b>Southern District of New York</b>
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
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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





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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “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, t



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 or



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 MM**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): Chapter 11

Check if this is an amended filing

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.

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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

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3. Debtor's federal Employer Identification Number (EIN) 52-2223071

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4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>5344 Overmyer Drive</u> Number Street</p> <hr/> <p><u>Jacksonville</u> FL <u>32254</u> City State Zip Code</p> <hr/> <p><u>Duval</u> County</p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u> Number Street</p> <hr/> <p>P.O. Box</p> <hr/> <p><u>New York</u> NY <u>10004</u> City State Zip Code</p> <hr/> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number Street</p> <hr/> <p>City State Zip Code</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: Munkel Porter DEPUTY CLERK



Debtor Beautyge U.S.A., Inc. Case Number (if known) \_\_\_\_\_  
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
  - Partnership (excluding LLP)
  - Other. Specify: \_\_\_\_\_

7. Describe debtor's 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Beautyge U.S.A., Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
 If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
 District Southern District of New York When 06/15/2022  
 List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**  
 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  
 Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Beautyge U.S.A., Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD / YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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





Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
<b>Southern District of New York</b>	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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

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

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

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



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

In re:	)	Chapter 11
Beautyge 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 CORPORATION	100%



Fill in this information to identify the case:  
 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hplaw.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. Pflingsten 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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 Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - lgavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



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

**Official Form 202**

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor





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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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, t



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 or



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 NN**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

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

04/22

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

1. Debtor's Name Elizabeth Arden Investments, LLC

2. All other names debtor used in the last 8 years \_\_\_\_\_  
 \_\_\_\_\_  
 Include any assumed names, trade names, and *doing business as* names \_\_\_\_\_  
 \_\_\_\_\_

3. Debtor's federal Employer Identification Number (EIN) 46-1314739

<p>4. Debtor's address</p> <p><b>Principal place of business</b></p> <p><u>880 Southwest 145th Avenue</u>  <small>Number Street</small></p> <p><u>Suite #200</u></p> <p><u>Pembroke Pines</u> <u>FL</u> <u>33027</u>  <small>City State Zip Code</small></p> <p><u>Broward</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <p>_____  <small>P.O. Box</small></p> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>_____  <small>Number Street</small></p> <p>_____  <small>City State Zip Code</small></p>
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5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Manuel Pina DEPUTY CLERK





Debtor Elizabeth Arden Investments, LLC  
Name

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Elizabeth Arden Investments, LLC 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

- 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
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Elizabeth Arden Investments, LLC Case Number (if known)  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
<b>Southern District of New York</b>	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



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

In re:	)	)	Chapter 11
Elizabeth Arden 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 CORPORATION	100%
Elizabeth Arden, Inc.	100%



Fill in this information to identify the case:  
 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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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 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 Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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 Egastl Executive Chairman EMAIL - jamieegastl@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				\$





	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@shorewoodgrp.com PHONE - 416-292-3990 FAX - 416-292-9627	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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable		\$		915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable		\$		912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable		\$		



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Gref, 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	Revlon 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



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

**Official Form 202**

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

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

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





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

*c. Post-Petition Financing*

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

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



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

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

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

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



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

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

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

## **2. CCAA Resolutions**

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



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.



**TAB 00**



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



---

**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

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

04/22

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

1. Debtor's Name BrandCo Almay 2020 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

<p><b>Principal place of business</b></p> <p><u>3411 Silverside Road</u>  <small>Number Street</small></p> <p><u>Tatnall Building, #104</u></p> <p><u>Wilmington</u> <u>DE</u> <u>19801</u>  <small>City State Zip Code</small></p> <p><u>New Castle</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <p>_____  <small>P.O. Box</small></p> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>_____  <small>Number Street</small></p> <p>_____  <small>City State Zip Code</small></p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Muneeb Parth DEPUTY CLERK



Debtor BrandCo Almay 2020 LLC 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))

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor BrandCo Almaj 2020 LLC 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor BrandCo Almay 2020 LLC Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD/YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



**Fill in this information to identify the case:**

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

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



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



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 HOLDERS<sup>1</sup>

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

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





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

In re:	)	Chapter 11
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 CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%



Fill in this information to identify the case:  
 Debtor name: 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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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. Plingsten Road, Suite 200 Deerfield, IL 60015 United States	Scott Hansen Chief Executive Officer EMAIL - shansen@nchmarketing.com PHONE - 915-772-3399 FAX - 847-317-0083	Trade Payable				\$ 2,962,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@iff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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 Murfreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 - 770-984-2781	Trade Payable				\$ 1,440,514
18	Quotient Technology Inc PO Box 204472 Dallas, TX 75320-4472 United States	Steven R. Boal Chief Executive Officer EMAIL - steven.boal@quotient.com PHONE - 650-605-4600 FAX - 650-605-4600	Trade Payable				\$ 1,408,335
19	Commission Junction 4140 Solutions Center Chicago, IL 60677-4001 United States	Mayuresh Kshetramade Chief Executive Officer EMAIL - mayureshkshetramade@cj.net PHONE - 800-761-1072	Trade Payable				\$ 1,405,103
20	The Nielsen Company US LLC 675 6th Ave New York, NY 10011 United States	David Kenny Chief Executive Officer EMAIL - david.kenny@nielsen.com PHONE - 617-320-5767	Trade Payable				\$ 1,361,652
21	Fiabila USA Inc. 106 Iron Mountain Road Mine Hill, NJ 07803 United States	Pierre Miasnik Chief Executive Officer EMAIL - pmiasnik@fiabila.com. PHONE - 973-659-9510 FAX - 973-659-6504	Trade Payable				\$ 1,357,227
22	Salcedo, Stephanie Estate of Theresa M. Garcia c/o Dobs Legal LLP 302 N Market Street Dallas, TX 75202 United States	Amin M. Omar Partner EMAIL - aomar@dobslegal.com PHONE - 214-722-5990	Litigation Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Xretzman, 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	Revlon 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



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

**Official Form 202**

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

12/15

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

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



**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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





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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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 “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 or



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 PP**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): Chapter 11

Check if this is an amended filing

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 Revsale 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

<p>Principal place of business</p> <p><u>One New York Plaza</u>                  Number Street</p> <p><u>New York NY 10004</u>                  City State Zip Code</p> <p><u>New York</u>                  County</p>	<p>Mailing address, if different from principal place of business</p> <p>Number Street</p> <p>P.O. Box</p> <p>City State Zip Code</p> <p>Location of principal assets, if different from principal place of business</p> <p>Number Street</p> <p>City State Zip Code</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: [Signature] DEPUTY CLERK



Debtor North America Revsale Inc. Case Number (if known) \_\_\_\_\_  
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
  - Partnership (excluding LLP)
  - Other. Specify: \_\_\_\_\_

7. Describe debtor's 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor North America Revsale Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**

- 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor North America Revsale Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD /YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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





Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
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 CORPORATION	100%



Fill in this information to identify the case:

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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. Verescence NA 900 Third Ave 4th Floor New York, NY 10022 United States	Ashok Sudan President EMAIL - ashok.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@ifff.com PHONE - 732-264-4500 FAX - 712-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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				\$ 1,984,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Yomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 M1S 4G7 Canada	Roger Hwang Chief Executive Officer EMAIL - rogerh@crystalclaire.com PHONE - 416-421-1882 FAX - 416-471-5025	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 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			\$	



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured. fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <b>North America Revsale Inc.</b>	
United States Bankruptcy Court for the:	<b>Southern District of New York</b>
Case number (if known):	(State) <b>New York</b>

**Official Form 202**

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor





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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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 "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 or



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 QQ**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): Chapter 11

Check if this is an amended filing

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 Revlon Development Corp.

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2. All other names debtor used in the last 8 years  
 Include any assumed names, trade names, and *doing business as* names

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3. Debtor's federal Employer Identification Number (EIN) 48-1283986

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4. Debtor's address

<p>Principal place of business</p> <p><u>One New York Plaza</u>                  Number Street</p> <hr/> <p><u>New York NY 10004</u>                  City State Zip Code</p> <hr/> <p><u>New York</u>                  County</p>	<p>Mailing address, if different from principal place of business</p> <p>Number Street</p> <hr/> <p>P.O. Box</p> <hr/> <p>City State Zip Code</p> <hr/> <p>Location of principal assets, if different from principal place of business</p> <p>Number Street</p> <hr/> <p>City State Zip Code</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Manuel Pate DEPUTY CLERK





Debtor Revlon Development Corp. 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))
- 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Revlon Development Corp. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Revlon Development Corp. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input checked="" type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD/YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

\_\_\_\_\_  
In re: )  
 ) Chapter 11  
Revlon Development Corp. )  
 ) Case No. 22-\_\_\_\_\_(\_\_\_\_)  
 )  
Debtor. )  
\_\_\_\_\_

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

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

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



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

In re:	)	Chapter 11
Revlon 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 CORPORATION	100%



Fill in this information to identify the case:

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

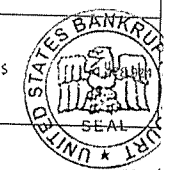
Official Form 204

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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024			\$	442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable			\$	4,379,093
3	Verescence North America Inc. 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. Pflingsten 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			\$	2,952,089
6	International Flavors & Fragrances 600 State Highway 36 Hazlet, NJ 07730 United States	Andreas Fibig Chief Executive Officer EMAIL - andreas.fibig@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable			\$	2,877,814
7	Tinuiti, Inc 121 S. 137th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable			\$	2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable			\$	2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable			\$	2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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
	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Mufreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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
	VPI Holding Company LLC Smolice 1L Hala F Strykow, 95-010 Poland	Jamie Egastl Executive Chairman EMAIL - jamieegastl@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			\$	





	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 Millner 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <u>Revlon Development Corp.</u>	
United States Bankruptcy Court for the:	<u>Southern District of New York</u>
Case number (If known):	(State) <u>New York</u>

**Official Form 202**

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

12/15

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

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



**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

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) Board”) 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





**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, t



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 or



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 RR**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

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

<p><b>Principal place of business</b></p> <p><u>3411 Silverside Road</u>  <small>Number Street</small></p> <p><u>Tatnall Building, #104</u></p> <p><u>Wilmington</u> <u>DE</u> <u>19801</u>  <small>City State Zip Code</small></p> <p><u>New Castle</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <p>P.O. Box _____</p> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number _____ Street _____</p> <p>City _____ State _____ Zip Code _____</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: Meredith Price DEPUTY CLERK



Debtor Beautyge II, LLC 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))

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Beautyge II, LLC 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York  
List all cases, if more than 1, attach a separate list. When 06/15/2022  
Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? Check all that apply:  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- 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
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

Statistical and administrative information

13. Debtor's estimation of available funds Check one:  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Beautyge II, LLC Case Number (if known)  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
<b>Southern District of New York</b>	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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





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 HOLDERS<sup>1</sup>

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

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



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

In re:	)	Chapter 11
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
REVLON, INC.	100%
REVLON CONSUMER PRODUCTS CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%



**Fill in this information to identify the case:**  
 Debtor name: 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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. 137th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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 Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabrieheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable		\$		915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable		\$		912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable		\$		



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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 and this filing:	
Debtor Name	Beautyge II, 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 D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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





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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “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 “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 or



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 SS**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

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 2020 LLC

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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

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3. Debtor's federal Employer Identification Number (EIN) 85-2402013

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4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>3411 Silverside Road</u>  <small>Number Street</small></p> <p><u>Tatnall Building, #104</u></p> <p><u>Wilmington</u> <u>DE</u> <u>19801</u>  <small>City State Zip Code</small></p> <p><u>New Castle</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <p>P.O. Box</p> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number Street</p> <p>City State Zip Code</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Alicia Pate DEPUTY CLERK



Debtor BrandCo Charlie 2020 LLC 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))

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor BrandCo Charlie 2020 LLC 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
Why does the property need immediate attention? (*Check all that apply.*)  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.





Debtor BrandCo Charlie 2020 LLC Case Number (If known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State



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

<b>Fill in this information to identify the case:</b>	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
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 CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%
BEAUTYGE BRANDS USA, INC.	100%
BEAUTYGE I	100%



Fill in this information to identify the case:  
 Debtor name: 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunggraber 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 - pluimer@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Yomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheska@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured. fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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@ovc.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	Greif, 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 PD 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	Revlon 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





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

Official Form 202

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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 "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 or



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 TT**

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



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**A Commissioner for Taking Affidavits**



**Fill in this information to identify the case:**

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

Case number (if known): Chapter 11

Check if this is an amended filing

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 Corporation

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 place of business**

One New York Plaza

Number Street

New York NY 10004

City State Zip Code

**Mailing address, if different from principal place of business**

Number Street

P.O. Box

City State Zip Code

**Location of principal assets, if different from principal place of business**

New York

County

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Munee Poter DEPUTY CLERK



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))

- 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor PPI Two Corporation 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor PPI Two Corporation Case Number (If known)  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD/YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known):	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



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

In re:	)	
	)	Chapter 11
PPI Two Corporation	)	Case No. 22-_____ (___)
	)	
Debtor.	)	

**CORPORATE OWNERSHIP STATEMENT**

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

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





**Fill in this information to identify the case:**  
 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MD 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 - pluimer@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Yomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <b>PPI Two Corporation</b>	
United States Bankruptcy Court for the:	<b>Southern District of New York</b>
Case number (If known):	(State) <b>New York</b>

**Official Form 202**

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration                     **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

**Victoria Dolan**

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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





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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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 “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



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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

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 Brands USA, Inc.

2. All other names debtor used in the last 8 years Colomer Beauty Brands USA, Inc

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 84-1445135

4. Debtor's address

<p>Principal place of business</p> <p><u>9560 Towne Centre Drive</u>  <small>Number Street</small></p> <hr/> <p><u>San Diego</u> <u>CA</u> <u>92121</u>  <small>City State Zip Code</small></p> <hr/> <p><u>San Diego</u>  <small>County</small></p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <hr/> <p>P.O. Box</p> <hr/> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <hr/> <p>Location of principal assets, if different from principal place of business</p> <p>_____</p> <p><small>Number Street</small></p> <hr/> <p>_____</p> <p><small>City State Zip Code</small></p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Nancy Rose DEPUTY CLERK



Debtor Beautyge Brands USA, Inc.  
Name

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Beautyge Brands USA, Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York  
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 district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

- 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
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Beautyge Brands USA, Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD/YYYY

/s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

/s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State

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



**Fill in this information to identify the case:**

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

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





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



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 HOLDERS<sup>1</sup>

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

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



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

In re:	)	Chapter 11
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 CORPORATION	100%
BEAUTYGE U.S.A., INC.	100%
ROUX LABORATORIES, INC.	100%



Fill in this information to identify the case:  
 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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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. Pflingsten 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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	Schwann Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <b>Beautyge Brands USA, Inc.</b>	
United States Bankruptcy Court for the:	<b>Southern District of New York</b>
Case number (If known):	(State) <b>New York</b>

## Official Form 202

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

12/15

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

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

#### Declaration and signature

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration           **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ **Victoria Dolan**

Signature of individual signing on behalf of debtor

**Victoria Dolan**

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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





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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

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

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



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

*c. Post-Petition Financing*

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

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



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

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

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

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



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

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

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

## **2. CCAA Resolutions**

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





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



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**A Commissioner for Taking Affidavits**

Fill in this information to identify the case:

United States Bankruptcy Court for the:  
Southern District of New York  
(State)  
Case number (if known): Chapter 11

Check if this is an amended filing

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, Ltd.

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 business  
One New York Plaza  
Number Street  
New York NY 10004  
City State Zip Code  
Mailing address, if different from principal place of business  
Number Street  
P.O. Box  
City State Zip Code  
Location of principal assets, if different from principal place of business  
Number Street  
City State Zip Code

5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL FILED ON OUR COURT'S  
ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
BY: [Signature] DEPUTY CLERK



Debtor 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))
- 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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





Debtor Bari Cosmetics, Ltd. 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 MM/DD/YYYY Case number \_\_\_\_\_  
 If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  
 No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
 District Southern District of New York  
 List all cases, if more than 1, attach a separate list. When 06/15/2022  
 Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district?  
 Check all that apply:  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  
 No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
 Why does the property need immediate attention? (Check all that apply.)  
 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  
 Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds  
 Check one:  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Bari Cosmetics, Ltd. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/>	1-49	<input type="checkbox"/>	1,000-5,000	<input type="checkbox"/>	25,001-50,000
<input type="checkbox"/>	50-99	<input type="checkbox"/>	5,001-10,000	<input type="checkbox"/>	50,001-100,000
<input type="checkbox"/>	100-199	<input checked="" type="checkbox"/>	10,001-25,000	<input type="checkbox"/>	More than 100,000
<input type="checkbox"/>	200-999				

---

15. Estimated assets

<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

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16. Estimated liabilities

<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

**x** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**x** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State



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

Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



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

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



**Fill in this information to identify the case:**  
 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngreber 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 Murfreesboro, TN 37127 United States	Yomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$





	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon Pension Trustee Company (U.K.) Limited Greater London House Hampstead Road London, NW1 7CX 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



<b>Fill in this information to identify the case and this filing:</b>	
Debtor Name <u>Bari Cosmetics, Ltd.</u>	
United States Bankruptcy Court for the:	<u>Southern District of New York</u>
Case number (If known):	(State) <u>New York</u>

Official Form 202

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

12/15

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

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



**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the "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 “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 or



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 WW**



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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:

Southern District of New York  
(State)

Case number (if known): Chapter 11

Check if this is an amended filing

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 Revlon Canada Inc.

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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.

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3. Debtor's federal Employer Identification Number (EIN) N/A

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4. Debtor's address

<p>Principal place of business</p> <p><u>1590 South Gateway Road</u> Number Street</p> <p><u>Mississauga, Ontario L4W 0A8</u></p> <p><u>Canada</u> City State Zip Code</p> <p>County _____</p>	<p>Mailing address, if different from principal place of business</p> <p><u>One New York Plaza</u> Number Street</p> <p>P.O. Box _____</p> <p><u>New York NY 10004</u> City State Zip Code</p> <p>Location of principal assets, if different from principal place of business</p> <p>Number Street _____</p> <p>City State Zip Code _____</p>
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5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL FILED ON OUR COURT'S  
ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
BY: Minnie Pote DEPUTY CLERK



Debtor Reylon Canada Inc. Case Number (if known)  
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
  - Partnership (excluding LLP)
  - Other. Specify: \_\_\_\_\_

7. Describe debtor's 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Revlon Canada Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York  
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 district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

- 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
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Revlon Canada Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/DD/YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State



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

**Fill in this information to identify the case:**

United States 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 “Debtors”) filed a petition in the United States Bankruptcy Court for the Southern District of New York for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Revlon, Inc.

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



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



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 HOLDERS<sup>1</sup>

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

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





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

In re:	)	Chapter 11
Revlon Canada 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 CORPORATION	100%
REVLON INTERNATIONAL CORPORATION	100%



Fill in this information to identify the case:

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

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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. Pflingsten 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@ifff.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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 Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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				\$ 1,607,336
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				\$ 1,478,924
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 Talc Settlement				\$ 1,125,000
23	Firmenich 250 Plainsboro Road Plainsboro, NJ 08536 United States	Gilbert Ghostine Chief Representative EMAIL - kirra.thomas@firmenich.com PHONE - 212-489-4800 FAX - 212-980-4312	Trade Payable				\$ 1,220,239
24	Shorewood Corporation of Canada Ltd. PO Box 4232 Toronto, ON M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
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 Talc Settlement			\$	900,000
31	Accenture International Limited 1 Grand Canal Square, Grand Canal H Dublin, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable			\$	915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable			\$	912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable			\$	875,269
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	Revlon 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



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

Official Form 202

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

12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- Schedule H: Codebtors (Official Form 206H)*
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- Other document that requires a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
**Chief Financial Officer**

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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





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

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

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

*b. Retention of Professionals*

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

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



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

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

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

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



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

*c. Post-Petition Financing*

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

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



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

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

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

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



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

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

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

## 2. CCAA Resolutions

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



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 XX**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

United States Bankruptcy Court for the:  
Southern District of New York  
(State)  
 Case number (if known): \_\_\_\_\_ Chapter 11

Check if this is an amended filing

Official Form 201

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

04/22

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

1. Debtor's Name Elizabeth Arden USC, LLC

2. All other names debtor used in the last 8 years  
 Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 46-3104862

4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>880 Southwest 145th Avenue</u>  <small>Number Street</small></p> <p><u>Suite #200</u></p> <p><u>Pembroke Pines</u> <u>FL</u> <u>33027</u>  <small>City State Zip Code</small></p> <p><u>Broward</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p><u>One New York Plaza</u>  <small>Number Street</small></p> <p>P.O. Box</p> <p><u>New York</u> <u>NY</u> <u>10004</u>  <small>City State Zip Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>Number Street</p> <p>City State Zip Code</p>
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5. Debtor's website (URL) www.revlon.com and www.elizabetharden.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Munell Pitter DEPUTY CLERK



Debtor Elizabeth Arden USC, LLC  
Name

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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Elizabeth Arden USC, LLC 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York When 06/15/2022  
List all cases, if more than 1, attach a separate list. Case number, if known \_\_\_\_\_ MM / DD / YYYY

11. Why is the case filed in this district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.  
**Why does the property need immediate attention? (Check all that apply.)**  
 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  
 Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Elizabeth Arden USC, LLC Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

Paul M. Basta  
Printed Name

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
Firm name

1285 Avenue of the Americas  
Number Street

New York NY 10019  
City State ZIP Code

(212) 373-3000 pbasta@paulweiss.com  
Contact phone Email address

2568046 NY  
Bar number State



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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
Southern District of New York	
(State)	
Case number (if known): _____	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



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 HOLDERS<sup>1</sup>

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

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



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

In re:	)	Chapter 11
Elizabeth Arden 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 CORPORATION	100%
ELIZABETH ARDEN, INC.	100%



Fill in this information to identify the case:  
 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-W53C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
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. Pflingsten 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@ifil.com PHONE - 732-264-4500 FAX - 212-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 137th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	Eric H. Brunngaber 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 - pluimer@flywheeldigital.com PHONE - 206-257-8207	Trade Payable				\$ 1,884,047
12	Schwan Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomas Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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 Styrow, 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				\$ 1,607,336



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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. 3402 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable				\$ 915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable				\$ 912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable				\$



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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, Irvin 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 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	Revlon 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



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

**Official Form 202**  
**Declaration Under Penalty of Perjury for Non-Individual Debtors** 12/15

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

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

**Declaration and signature**

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

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

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

<p><u>06/15/2022</u> MM/ DD/YYYY</p>	<p><input checked="" type="checkbox"/> /s/ <u>Victoria Dolan</u></p> <hr/> <p>Signature of individual signing on behalf of debtor</p> <p><u>Victoria Dolan</u></p> <hr/> <p>Printed name</p> <p><u>Chief Financial Officer</u></p> <hr/> <p>Position or relationship to debtor</p>
--	--





**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



**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 “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



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 YY**

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



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**A Commissioner for Taking Affidavits**

**Fill in this information to identify the case:**

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

Case number (if known): Chapter 11

Check if this is an amended filing

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 place of business**

One New York Plaza

Number Street

New York NY 10004

City State Zip Code

**Mailing address, if different from principal place of business**

Number Street

P.O. Box

City State Zip Code

**Location of principal assets, if different from principal place of business**

New York

Number Street

City State Zip Code

5. Debtor's website (URL) www.revlon.com

I HEREBY ATTEST AND CERTIFY ON 6-21-22  
 THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
 COPY OF THE ORIGINAL FILED ON OUR COURT'S  
 ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY  
 BY: Muneeza Pata DEPUTY CLERK





Debtor Cutex, Inc. Case Number (if known) \_\_\_\_\_  
Name

6. Type of debtor
- Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
  - Partnership (excluding LLP)
  - Other. Specify: \_\_\_\_\_

7. Describe debtor's 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 Bankruptcy Code is the debtor filing?
- Check One:
- 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



Debtor Cutex, Inc. 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 MM/DD/YYYY Case number \_\_\_\_\_  
If more than 2 cases, attach a separate list. District \_\_\_\_\_ When MM/DD/YYYY Case number \_\_\_\_\_

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  
 Yes. Debtor See Rider 1 Relationship Affiliate  
District Southern District of New York  
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 district? *Check all that apply:*  
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.  
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  
 Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention? (Check all that apply.)**

- 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
- Yes. Insurance agency \_\_\_\_\_  
Contact name \_\_\_\_\_  
Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds *Check one:*  
 Funds will be available for distribution to unsecured creditors.  
 After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.



Debtor Cutex, Inc. Case Number (if known) \_\_\_\_\_  
Name

14. Estimated number of creditors<sup>1</sup>

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated assets

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

16. Estimated liabilities

<input type="checkbox"/> \$0-\$50,000	<input type="checkbox"/> \$1,000,001-\$10 million	<input type="checkbox"/> \$500,000,001-\$1 billion
<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$10,000,001-\$50 million	<input checked="" type="checkbox"/> \$1,000,000,001-\$10 billion
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$50,000,001-\$100 million	<input type="checkbox"/> \$10,000,000,001-\$50 billion
<input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> More than \$50 billion

**Request for Relief, Declaration, and Signatures**

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

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/15/2022  
MM/ DD / YYYY

**X** /s/ Victoria Dolan Victoria Dolan  
Signature of authorized representative of debtor Printed name

Title Chief Financial Officer

18. Signature of attorney

**X** /s/ Paul M. Basta, Esq. Date 06/15/2022  
Signature of attorney for debtor MM/DD/YYYY

**Paul M. Basta**  
Printed Name

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

**1285 Avenue of the Americas**  
Number Street

**New York** **NY** **10019**  
City State ZIP Code

**(212) 373-3000** **pbasta@paulweiss.com**  
Contact phone Email address

**2568046** **NY**  
Bar number State

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



Fill in this information to identify the case:	
United States Bankruptcy Court for the:	
<b>Southern District of New York</b>	
(State)	
Case number (if known):	Chapter <u>11</u>

Check if this is an amended filing

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

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

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



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



UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF NEW YORK

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

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

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

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



UNITED STATES BANKRUPTCY COURT  
 FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
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 CORPORATION	100%



**Fill in this information to identify the case:**  
 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**

12/15

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

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	US Bank, National Association Global Corporate Trust Services 60 Livingston Avenue EP-MN-WS3C St. Paul, MN 55107-2292 United States	Rick Prokosch EMAIL - rick.prokosch@usbank.com PHONE - 651-466-3000 FAX - 651-466-7430	6.25% Senior Notes due 2024				\$ 442,531,771
2	Hawkins Parnell & Young LLP 303 Peachtree St. NE Ste 4000 Atlanta, GA 30308-3243 United States	Eric Hawkins Partner EMAIL - ehawkins@hpylaw.com PHONE - 312-667-8400 FAX - 877-566-1529	Trade Payable				\$ 4,379,093
3	Verescence North America Inc. 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 - 712-708-7132	Trade Payable				\$ 2,877,814
7	Tinuiti, Inc 121 S. 13Th Street 3rd Floor Philadelphia, PA 19107 United States	Zach Morrison Chief Executive Officer EMAIL - zach.morrison@tinuiti.com PHONE - 833-846-8484	Trade Payable				\$ 2,419,449
8	Englewood Lab, Inc 20 Campus Road Totowa, NJ 07512 United States	Henry Cho Chief Executive Officer EMAIL - henry.c@englewoodlab.com PHONE - 201-567-2267	Trade Payable				\$ 2,337,795
9	Givaudan Fragrances Corp 300 Waterloo Valley Road Mt. Olive, NJ 07828 United States	Gilles Andrier Chief Executive Officer EMAIL - gilles.andrier@givaudan.com PHONE - 973-576-9500	Trade Payable				\$ 2,117,711
10	Cass Information Systems Inc 12444 Powerscourt Drive, 550 St Louis, MO 63131 United States	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	Schwann Cosmetics USA, Inc. 3202 Elam Farms Pkwy Murfreesboro, TN 37127 United States	Tomás Espinosa Chief Executive Officer EMAIL - robin.gabriesheski@schwancosmeticsusa.com 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				\$





	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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 M5W 5P4 Canada	S Lawrence Davis Chief Executive Officer EMAIL - ldavis@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 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, D02 P820 Ireland	Julie Sweet Chief Executive Officer EMAIL - julie.sweet@accenture.com PHONE - 917-452-4400 FAX - 917-527-9915	Trade Payable			\$	915,000
32	Kolmar Laboratories PO Box 12469 Newark, NJ 07101-3569 United States	Rob Theroux Chief Executive Officer EMAIL - robert.theroux@kdc-one.com PHONE - 845-856-5311 FAX - 845-856-8831	Trade Payable			\$	912,472
33	Salesforce.com Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105 United States	Marc Benioff Chief Executive Officer EMAIL - marc_benioff@salesforce.com	Trade Payable			\$	



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if 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	Revlon 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 and this filing:	
Debtor Name	Cutex, 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:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 50 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/15/2022  
MM/ DD/YYYY

/s/ Victoria Dolan

Signature of individual signing on behalf of debtor

Victoria Dolan

Printed name  
Chief Financial Officer

Position or relationship to debtor



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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**NOW, THEREFORE, BE IT:**

**1. Bankruptcy Resolutions**

*a. Chapter 11 Filings*

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



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

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

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

*b. Retention of Professionals*

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

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



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

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

**RESOLVED**, that each Board, acting in its Official Capacity with respect to its applicable Revlon Group Company, hereby authorizes and directs each Authorized Person, in the name and on behalf of such Revlon Group Company, to employ PJT Partners LP (the “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 “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 or



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 ZZ**

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



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**A Commissioner for Taking Affidavits**

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**  
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Facsimile: (212) 757-3990

*Proposed Counsel to the Debtors and Debtors in Possession*

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

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

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

Upon the motion (the "Motion")<sup>2</sup> 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

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<sup>1</sup> 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.

<sup>2</sup> 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

I HEREBY ATTEST AND CERTIFY ON 6/21/22  
THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT  
COPY OF THE ORIGINAL FILED ON OUR COURT'S  
ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: Peter J. [Signature] 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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