

DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Telephone: 212-450-4331  
Facsimile: 212-701-5331  
Eli J. Vonnegut  
Joshua Y. Sturm  
Stephanie Massman

*Counsel to the Ad Hoc Group of BrandCo Lenders and Proposed Term DIP Lenders*

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

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

**VERIFIED STATEMENT OF  
DAVIS POLK & WARDWELL LLP AND KOBRE & KIM LLP  
PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2019**

In connection with the above-captioned chapter 11 cases (the “Chapter 11 Cases”) of Revlon, Inc. and certain of its affiliated debtors (collectively, the “Debtors”) commenced on June 15, 2022 (the “Petition Date”), Davis Polk & Wardwell LLP (“Davis Polk”) and Kobre & Kim LLP (“Kobre & Kim” and together with Davis Polk, “Counsel”) hereby submit this verified

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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.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.

statement (this “Statement”) pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rule 2019”).

1. In or around October 2020, a group formed by certain lenders (each, a “Member” and, together, the “Ad Hoc Group of BrandCo Lenders”) under that certain BrandCo Credit Agreement, dated as of May 7, 2020, by and among Revlon Consumer Products Corporation, as borrower, Revlon, Inc. and Jefferies Finance LLC, as administrative and collateral agent (as amended, supplemented, waived or otherwise modified from time to time, the “BrandCo Credit Agreement”) engaged Davis Polk to represent it in connection with potential transactions with or any restructuring of the Debtors. In or around April 2021, Kobre & Kim entered into an engagement letter to represent the Ad Hoc Group of BrandCo Lenders as conflicts counsel.

2. As of the date of this Statement, Counsel represents only the Ad Hoc Group of BrandCo Lenders, members of which group are also lenders under the Debtors’ proposed debtor-in-possession term loan credit facility (the “Term DIP Lenders”). Each member of the Ad Hoc Group of BrandCo Lenders is aware of, and has consented to, Counsel’s “group representation” of the Ad Hoc Group of BrandCo Lenders and Term DIP Lenders. Counsel does not represent or purport to represent any entities other than the Ad Hoc Group of BrandCo Lenders and Term DIP Lenders in connection with the Chapter 11 Cases.

3. The Members of the Ad Hoc Group of BrandCo Lenders, collectively, beneficially own, or are the investment advisors or managers for funds that beneficially own (i) \$821,503,490.43 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement, (ii) \$821,159,545.39 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement, (iii) \$14,556,202.87 in aggregate principal amount of the Excess Roll-up Amount under the BrandCo Credit Agreement, (iv) \$18,354,157.08 in aggregate principal

amount of the claim under that certain Term Credit Agreement, dated as of September 7, 2016, by and among Revlon Consumer Products Corporation, as borrower, Revlon, Inc. and Citibank, N.A., as administrative agent and collateral agent (as amended, supplemented, waived or otherwise modified from time to time, the “2016 Term Loan Credit Agreement” and loans thereunder, the “2016 Term Loan”), (v) \$10,515,000.00 in aggregate principal amount of 6.25% Senior Notes due 2024 under that certain Indenture, dated as of August 4, 2016, by and among Revlon Consumer Products Corporation, as issuer, and U.S. Bank National Association, as trustee (as amended, supplemented, waived or otherwise modified from time to time, the “2024 Senior Notes Indenture” and notes issued thereunder, the “2024 Senior Notes”) and (vi) \$3,829,632.78 in aggregate principal amount of the Tranche B Term Loans under that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016, by and among Revlon Consumer Products Corporation and the local borrowing subsidiaries, as borrowers, Revlon, Inc., the lenders and issuing lenders party thereto, MidCap Funding IV Trust, as administrative agent and collateral agent, and Alter Domus (US) LLC, as tranche B administrative agent (as amended, supplemented, waived or otherwise modified from time to time, the “Asset-Based Revolving Credit Agreement”).

4. The members of the Ad Hoc Group of BrandCo Lenders are also the proposed lenders of the “Term DIP Facility,” as defined and described in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 28], in an aggregate principal amount not to exceed \$1.025 billion (\$575 million of which is committed and \$450 million of which is uncommitted).

5. In accordance with Bankruptcy Rule 2019, the address, nature and amount of all disclosable economic interests of each Member of the Ad Hoc Group of BrandCo Lenders is set forth in **Exhibit A** attached hereto. The information contained in **Exhibit A** is based upon information provided by the Members of the Ad Hoc Group of BrandCo Lenders to Counsel and is subject to change.

6. Upon information and belief formed after due inquiry, Counsel does not hold any claim against, or interests in, the Debtors or their estates, other than claims for fees and expenses incurred in representing the Ad Hoc Group of BrandCo Lenders. Davis Polk's address is 450 Lexington Avenue, New York, New York 10017. Kobre & Kim's address is 800 Third Avenue, New York, New York 10022.

7. Counsel submits this Statement out of an abundance of caution, and nothing herein should be construed as an admission that the requirements of Bankruptcy Rule 2019 apply to Counsel's representation of the Ad Hoc Group of BrandCo Lenders.

8. Nothing contained in this Statement, including **Exhibit A** attached hereto, should be construed as (i) a waiver or release of any claims against the Debtors by any Member of the Ad Hoc Group of BrandCo Lenders, (ii) an admission with respect to any fact or legal theory or (iii) a limitation upon, or waiver of, any Member of the Ad Hoc Group of BrandCo Lenders' right to file and/or amend a proof of claim in accordance with applicable law and any orders entered in the Chapter 11 Cases.

9. The undersigned verify that the foregoing is true and correct to the best of their knowledge.

10. Counsel reserves the right to amend or supplement this Statement.

11. The information contained herein is intended only to comply with Bankruptcy Rule 2019 and is not intended for any other use or purpose.

*[Signature page follows.]*

Dated: June 16, 2022  
New York, New York

**DAVIS POLK & WARDWELL LLP**

By: /s/ Eli J. Vonnegut  
Eli J. Vonnegut

Joshua Y. Sturm  
Stephanie Massman  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Telephone: 212-450-4331  
Facsimile: 212-701-5331  
eli.vonnegut@davispolk.com  
joshua.sturm@davispolk.com  
stephanie.massman@davispolk.com

**KOBRE & KIM LLP**

By: /s/ Danielle L. Rose  
Danielle L. Rose

Adam M. Lavine  
Kobre & Kim LLP  
800 Third Avenue  
New York, New York 10022  
Telephone: 212-488-1209  
Facsimile: 212-488-1220  
danielle.rose@kobrekim.com  
adam.lavine@kobrekim.com

*Counsel to the Ad Hoc Group of BrandCo Lenders  
and Proposed Term DIP Lenders*

**EXHIBIT A**

Name	Address	Nature and Amount <sup>1</sup> of Disclosable Economic Interest <sup>2</sup>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>Angelo, Gordon &amp; Co., L.P.</b> , or a subsidiary thereof	245 Park Ave #26 New York, NY 10167	<ul style="list-style-type: none"> <li>• \$164,689,090.39 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$145,423,718.10 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> </ul>
<b>ASOF Holdings II, L.P.</b>	c/o ASOF Investment Management 2000 Avenue of the Stars, 12th Floor Los Angeles, CA 90067	<ul style="list-style-type: none"> <li>• \$66,946,161.00 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> </ul>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>Cyrus Capital Partners, L.P.</b> , or a subsidiary thereof	65 E 55th St New York, NY 10022	<ul style="list-style-type: none"> <li>• \$47,240,222.03 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$47,614,386.59 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> </ul>

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<sup>1</sup> Amounts listed on this Exhibit A represent aggregate amounts managed or advised by the listed entities or their respective affiliates. Amounts listed on this Exhibit A do not include any claims for fees, expenses, accrued and unpaid interest, premiums, indemnification, or any other amounts that may be owing under the BrandCo Credit Agreement, the 2016 Term Loan Credit Agreement, the 2024 Senior Notes Indenture, the Asset-Based Revolving Credit Agreement or any other agreement. Certain amounts listed on this Exhibit A include unsettled trades.

<sup>2</sup> All amounts are calculated as of June 14, 2022.



Name	Address	Nature and Amount <sup>1</sup> of Disclosable Economic Interest <sup>2</sup>
<b>Deutsche Bank AG Cayman Islands Branch</b>	c/o Deutsche Bank Securities Inc. One Columbus Circle, 7th Floor New York, New York 10019	<ul style="list-style-type: none"> <li>• \$20,927,572.40 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$170,266.73 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> <li>• \$275,551.54 in aggregate principal amount of the 2016 Term Loan</li> </ul>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>Diameter Capital Partners LP</b> , or a subsidiary thereof	55 Hudson Yards Suite 29B New York, NY 10001	<ul style="list-style-type: none"> <li>• \$81,021,458.00 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> </ul>

Name	Address	Nature and Amount <sup>1</sup> of Disclosable Economic Interest <sup>2</sup>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>Glendon Capital Management L.P.</b> , or a subsidiary thereof	2425 Olympic Blvd, Suite 500E Santa Monica, CA 90404	<ul style="list-style-type: none"> <li>• \$82,561,046.16 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$189,683,520.99 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> <li>• \$11,024,713.51 in aggregate principal amount of the Excess Roll-up Amount under the BrandCo Credit Agreement</li> <li>• \$9,059,796.76 in aggregate principal amount of the 2016 Term Loan, which is subject to roll-up into the Term B-2 Loans under the BrandCo Credit Agreement</li> <li>• \$9,515,000.00 in aggregate principal amount of the 2024 Senior Notes</li> <li>• \$3,829,632.78 in aggregate principal amount of the Tranche B Term Loans under the Asset-Based Revolving Credit Agreement</li> </ul>

Name	Address	Nature and Amount <sup>1</sup> of Disclosable Economic Interest <sup>2</sup>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>King Street Capital Management, L.P.</b> , or a subsidiary thereof	299 Park Ave #40 New York, NY 10171	<ul style="list-style-type: none"> <li>• \$83,823,684.97 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$219,725,452.74 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> <li>• \$1,000,000.00 in aggregate principal amount of the 2024 Senior Notes</li> </ul>
Funds and/or accounts, or subsidiaries of such funds and/or accounts, managed, advised or controlled by <b>Nut Tree Capital Management, LP</b> , or a subsidiary thereof	55 Hudson Yards, 22nd Floor New York, NY 10001	<ul style="list-style-type: none"> <li>• \$41,550,105.60 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$106,126,934.19 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> </ul>
<b>Oak Hill Advisors, L.P.</b> , on behalf of certain investment funds and separate accounts that it manages	1 Vanderbilt Ave 16th Floor New York, NY 10017	<ul style="list-style-type: none"> <li>• \$215,462,281.15 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li> <li>• \$84,150,580.05 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li> <li>• \$3,531,489.36 in aggregate principal amount of the Excess Roll-up Amount under the BrandCo Credit Agreement</li> <li>• \$9,018,808.78 in aggregate principal amount of the 2016 Term Loan</li> </ul>

Name	Address	Nature and Amount <sup>1</sup> of Disclosable Economic Interest <sup>2</sup>
<b>140 Summer Partners Master Fund LP</b>	1450 Broadway New York, NY 10018	<ul style="list-style-type: none"><li>• \$17,281,868.73 in aggregate principal amount of the Term B-1 Loans under the BrandCo Credit Agreement</li><li>• \$28,264,686.00 in aggregate principal amount of the Term B-2 Loans under the BrandCo Credit Agreement</li></ul>