UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K
(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2019
OR
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from__________________ to _______________

Commission File Number	Registrant; State of Incorporation; Address and Telephone Number	IRS Employer Identification No.
1-11178	**Revlon, Inc.** Delaware One New York Plaza New York, New York 10004 212-527-4000	13-3662955
33-59560	**Revlon Consumer Products Corporation** Delaware One New York Plaza New York, New York 10004 212-527-4000	13-3662953

Securities registered pursuant to Section 12(b) or 12(g) of the Act:

	Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Revlon, Inc.	Class A Common Stock	REV	New York Stock Exchange
Revlon Consumer Products Corporation	None	N/A	N/A

Indicate by check mark if the registrants are a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark whether the registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days.

Revlon, Inc.	Yes ☒	No ☐
Revlon Consumer Products Corporation	Yes ☐	No ☒

Indicate by check mark whether the registrants have submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether each registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

	Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller Reporting Company	Emerging Growth Company
Revlon, Inc.	Yes ☐ No ☒	Yes ☒ No ☐	Yes ☐ No ☒	Yes ☒ No ☐	Yes ☐ No ☒
Revlon Consumer Products Corporation	Yes ☐ No ☒	Yes ☐ No ☒	Yes ☒ No ☐	Yes ☒ No ☐	Yes ☐ No ☒

If an emerging growth company, indicate by check mark if the registrants have elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether each registrant is a shell company (as defined in Rule 12b-2 of the Act).

Revlon, Inc.	Yes ☐	No ☒
Revlon Consumer Products Corporation	Yes ☐	No ☒

The aggregate market value of Revlon, Inc. Class A Common Stock held by non-affiliates (using the New York Stock Exchange closing price as of June 28, 2019, the last business day of the registrant's most recently completed second fiscal quarter) was approximately $131,677,719. Accordingly, the registrant qualifies under the SEC's revised rules as a "smaller reporting company."

Number of shares of common stock outstanding as of December 31, 2019:

Revlon, Inc. Class A Common Stock:	53,069,832
Revlon Consumer Products Corporation Common Stock:	5,260

At such date, (i) 46,223,321 shares of Revlon, Inc. Class A Common Stock were beneficially owned by MacAndrews & Forbes Incorporated and certain of its affiliates; and (ii) all shares of Revlon Consumer Products Corporation Common Stock were held by Revlon, Inc.

Revlon Consumer Products Corporation meets the conditions set forth in General Instructions I(1)(a) and (b) of Form 10-K as, among other things, all of Revlon Consumer Products Corporation's equity securities are owned directly by Revlon, Inc., which is a reporting company under the Securities Exchange Act of 1934 and which has filed with the SEC on March 12, 2020 all of the material required to be filed pursuant to Section 13, 14, or 15(d) thereof. Revlon Consumer Products Corporation is therefore filing this Form 10-K with a reduced disclosure format, which omits the information otherwise required by Items 10, 11, 12 and 13 as permitted under General Instruction I(2)(c) of Form 10-K.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of Revlon, Inc.'s definitive Proxy Statement to be delivered to stockholders in connection with its Annual Stockholders' Meeting to be held on or about June 4, 2020 are incorporated by reference into Part III of this Form 10-K.

REVLON, INC. AND SUBSIDIARIES
REVLON CONSUMER PRODUCTS CORPORATION AND SUBSIDIARIES
For the Year Ended December 31, 2019
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REVLON, INC. AND SUBSIDIARIES

PART I - FINANCIAL INFORMATION

Item 1. Business

Background

Revlon, Inc. ("Revlon" and together with its subsidiaries, the "Company") conducts its business exclusively through its direct wholly-owned operating subsidiary, Revlon Consumer Products Corporation ("Products Corporation") and its subsidiaries. Revlon is an indirect majority-owned subsidiary of MacAndrews & Forbes Incorporated (together with certain of its affiliates other than the Company, "MacAndrews & Forbes"), a corporation beneficially owned by Ronald O. Perelman. Mr. Perelman is Chairman of Revlon's and Products Corporation's Board of Directors.

The Company was founded over 88 years ago by Charles Revson, who revolutionized the cosmetics industry by introducing nail enamels matched to lipsticks in fashion colors. Today, the Company continues Revson's legacy by producing and marketing innovative products that address consumers' wants and needs for beauty and personal care products.

The Company is a leading global beauty company with an iconic portfolio of brands. The Company develops, manufactures, markets, distributes and sells worldwide an extensive array of beauty and personal care products, including color cosmetics, hair color, hair care and hair treatments, fragrances, skin care, beauty tools, men’s grooming products, anti-perspirant deodorants and other beauty care products across a variety of distribution channels. The Company is entrepreneurial, agile and boldly creative, with a passion for beauty. The Company has a diverse portfolio of iconic brands that it continues to evolve and transform, with the goal of inspiring and attracting consumers around the world wherever and however they shop for beauty. The Company is committed to operating as an ethical business and driving sustainable and responsible growth.

Business Strategy

The Company remains focused on its 3 key strategic pillars to drive its future success and growth. First, strengthening its iconic brands through innovation and relevant product portfolios; second, building its capabilities to better communicate and connect with its consumers through media channels where they spend the most time; and third, ensuring availability of its products where consumers shop, both in-store and increasingly online.

Strategic Review

In August 2019, it was disclosed that MacAndrews & Forbes and the Company determined to explore strategic transactions involving the Company and third parties. This review is ongoing and remains focused on exploring potential options for the Company's portfolio and regional brands (the “Strategic Review”).

Financial Information about Operating Segments

Operating segments include components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker (the Company's "Chief Executive Officer") in deciding how to allocate resources and in assessing the Company's performance. As a result of the similarities in the procurement, manufacturing and distribution processes for the Company’s products, much of the information provided in the Audited Consolidated Financial Statements and provided in the segment table below is similar to, or the same as, that reviewed on a regular basis by the Company's Chief Executive Officer. The Company operates in four brand-centric reporting units that are aligned with its organizational structure based on four global brand teams: Revlon; Elizabeth Arden; Portfolio; and Fragrances. The Company manufactures, markets and sells an extensive array of beauty and personal care products worldwide, including color cosmetics; fragrances; skin care; hair color, hair care and hair treatments; beauty tools; men's grooming products; anti-perspirant deodorants; and other beauty care products.

As of December 31, 2019, the Company’s operations are organized into the following reportable segments:

- ***Revlon*** - The Revlon segment is comprised of the Company's flagship Revlon brands. Revlon segment products are primarily marketed, distributed and sold in the mass retail channel, large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department stores, professional hair and nail salons, one-stop shopping beauty retailers and specialty cosmetic stores in the U.S. and internationally under brands such as **Revlon** in color cosmetics; **Revlon ColorSilk** and **Revlon Professional** in hair color; and **Revlon** in beauty tools.

- ***Elizabeth Arden*** - The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden branded products. The Elizabeth Arden segment markets, distributes and sells fragrances, skin care and color cosmetics primarily to prestige retailers, department and specialty stores, perfumeries, boutiques, e-commerce sites, the mass retail channel, travel retailers and distributors, as well as direct sales to consumers via its Elizabeth Arden branded retail stores and elizabetharden.com e-commerce website, in the U.S. and internationally, under brands such as **Elizabeth Arden Ceramide, Prevage, Eight Hour, SUPERSTART, Visible Difference** and **Skin Illuminating** in the Elizabeth Arden skin care brands; and **Elizabeth Arden White Tea, Elizabeth Arden Red Door, Elizabeth Arden 5th Avenue** and **Elizabeth Arden Green Tea** in Elizabeth Arden fragrances.
- ***Portfolio*** - The Company's Portfolio segment markets, distributes and sells a comprehensive line of premium, specialty and mass products primarily to the mass retail channel, hair and nail salons and professional salon distributors in the U.S. and internationally and large volume retailers, specialty and department stores under brands such as **Almay** and **SinfulColors** in color cosmetics; **American Crew** in men's grooming products (which are also sold direct-to-consumer on its americancrew.com website); **CND** in nail polishes, gel nail color and nail enhancements; **Cutex** nail care products; and **Mitchum** in anti-perspirant deodorants. The Portfolio segment also includes a multi-cultural hair care line consisting of **Creme of Nature** hair care products, which are sold in both professional salons and in large volume retailers and other retailers, primarily in the U.S.; and a hair color line under the **Llongueras** brand (licensed from a third party) that is sold in the mass retail channel, large volume retailers and other retailers, primarily in Spain.
- ***Fragrances*** - The Fragrances segment includes the development, marketing and distribution of certain owned and licensed fragrances, as well as the distribution of prestige fragrance brands owned by third parties. These products are typically sold to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers and other international retailers. The owned and licensed fragrances include brands such as: (i) **Juicy Couture** (which are also sold direct-to-consumer on its juicycouturebeauty.com website), **John Varvatos** and **AllSaints** in prestige fragrances; (ii) **Britney Spears**, **Elizabeth Taylor**, **Christina Aguilera**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and (iii) **Curve, Giorgio Beverly Hills**, **Ed Hardy**, **Charlie**, **Lucky Brand**, **‹PS›** (logo of former Paul Sebastian brand), **Alfred Sung**, **Halston**, **Geoffrey Beene** and **White Diamonds** in mass fragrances.

For certain information regarding the Company's segments' performance, foreign and domestic operations and classes of similar products, refer to Note 17, "Segment Data and Related Information," to the Company's Audited Consolidated Financial Statements in this Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (the "2019 Form 10-K").

Products

The following table sets forth the Company's principal brands that are included in its Revlon, Elizabeth Arden, Portfolio and Fragrances segments by product category:

Segment	COSMETICS	HAIR	MEN'S GROOMING	BEAUTY TOOLS	FRAGRANCES		ANTI-PERSPIRANT DEODORANTS	SKIN CARE / BODY CARE
					Owned	Licensed*		
Revlon	Revlon	Revlon ColorSilk		Revlon				
	Revlon ColorStay	Revlon Professional						
Elizabeth Arden	Elizabeth Arden				Elizabeth Arden White Tea			Visible Difference
					Elizabeth Arden 5th Avenue			Elizabeth Arden Ceramide
					Elizabeth Arden Green Tea			Elizabeth Arden Pro
					Elizabeth Arden Red Door			Prevage
					Elizabeth Arden Always Red			Skin Illuminating
								Eight Hour
								SUPERSTART
Portfolio	CND	Creme of Nature	American Crew				Mitchum	Gatineau
	Almay	Intercosmo	d:fi					
	SinfulColors	Orofluido						
	Cutex	Llongueras*						
Fragrances					Curve	Juicy Couture		
					Giorgio Beverly Hills	John Varvatos		
					Charlie	AllSaints		
					Halston	Britney Spears		
					Jean Naté	Christina Aguilera		
					‹PS›**	Elizabeth Taylor		
					White Diamonds	Jennifer Aniston		
						Mariah Carey		
						Alfred Sung		
						Ed Hardy		
						Lucky Brand		
						Geoffrey Beene		

*Licensed from a third party

** Logo of former Paul Sebastian brand.

The Company operates in four operating segments: Revlon; Elizabeth Arden; Portfolio; and Fragrances, which represent the Company's four reporting segments. For certain information regarding the Company's segments and domestic and foreign operations, refer to Note 17, "Segment Data and Related Information," to the Company’s Audited Consolidated Financial Statements in this 2019 Form 10-K. Further information on the Company's brands by segment appears below.

Revlon Segment:

The Company’s Revlon segment includes cosmetics, hair color and hair care, beauty tools and skin care products sold in approximately 150 countries in the mass retail channel, large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department stores, professional hair and nail salons, one-stop shopping beauty retailers and specialty cosmetics stores in the U.S. and internationally.

Cosmetics - The Company manufactures and markets a broad range of cosmetics, including face, lip, eye and nail products. Certain of the Company’s products incorporate patented, patent-pending or proprietary technology into their production, formulation or design. See "Research and Development" for more information.

- **Revlon**: The Company sells a broad range of cosmetics under its flagship **Revlon** brand, which are designed to fulfill consumer wants and needs and are principally priced in the upper range for large volume retailers. The **Revlon** brand is comprised of face makeup, including foundation, powder, blush and concealers; lip makeup, including lipstick, lip gloss and lip liner; eye makeup, including mascaras, eyeliners, eye shadows and brow products; and nail color and nail care lines. **Revlon** products include innovative formulas and attractive colors that appeal to a wide range of consumers. The following are the key brands within the **Revlon** segment:
  - **Revlon ColorStay** offers consumers a full range of products with long-wearing technology in face, lip, and eye;
  - **Revlon PhotoReady** products that are offered in face and eye makeup and are designed with innovative photochromatic pigments that bend and reflect light to give a flawless, airbrushed appearance in any light;
  - **Revlon Age Defying**, which consists of face makeup for women in the over-35 age bracket, with ingredients to help reduce the appearance of fine lines and wrinkles;
  - **Revlon Ultra HD**, which is a liquid-based lip color offered globally;
  - **Revlon Super Lustrous**, which is the Company’s flagship wax-based lip color and is offered in a wide variety of shades of lipstick and lip gloss; and
  - **Revlon Mascara**, which consists of a collection of five mascaras, each with a distinct lash benefit including lash definition, length, volume, magnified volume and length and a high impact all-in-one formula.

Hair - The Company sells hair color, hair care and hair treatment products primarily under the Company's **Revlon ColorSilk** and **Revlon Professional** franchises.

- **Revlon ColorSilk** hair color and hair care products are sold throughout the world in the mass retail channel to large volume retailers and other retailers and provide radiant, long-lasting color that leaves hair nourished, hydrated and ultra-conditioned.
- **Revlon Professional** includes hair color, hair care and hair treatment products that are distributed exclusively to professional salons, salon professionals and salon distributors and are sold in more than 85 countries. **Revlon Professional** is synonymous with innovation, fashion and technology to service the most creative salon professionals and their clients. **Revlon Professional** salon hair color and hair care products include **Revlonissimo**, **Eksperience**, **Nutri Color Creme**, **UniqOne** and **Revlon Professional Equave**.

Beauty tools - The Company sells **Revlon** beauty tools, which include nail, eye and manicure and pedicure grooming tools, eye lash curlers and a full line of makeup brushes under the **Revlon** brand name.

Elizabeth Arden Segment:

The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden branded products. The Elizabeth Arden segment markets, distributes and sells fragrances, skin care and color cosmetics primarily to prestige retailers, department and specialty stores, perfumeries, boutiques, e-commerce sites, the mass retail channel, travel retailers and distributors, as well as direct sales to consumers via its Elizabeth Arden branded retail stores and elizabetharden.com e-commerce website, in the U.S. and internationally.

The Elizabeth Arden segment is comprised of skin care, color cosmetics and fragrances under the **Elizabeth Arden** brand, including the following:

Skin Care: Elizabeth Arden sells skin care and color cosmetics products including **Visible Difference**, **Ceramide**, **SUPERSTART**, **Prevage**, **Eight Hour** and **Skin Illuminating**.

Fragrances: The Elizabeth Arden segment produces fragrances including **Elizabeth Arden 5th Avenue, Elizabeth Arden White Tea, Elizabeth Arden Red Door** and **Elizabeth Arden Green Tea**.

Portfolio Segment:

The Company's Portfolio segment includes a comprehensive lineup of products sold to hair and nail salons and professional salon distributors, including hair color, shampoos, conditioners, styling products, nail polishes and nail enhancements. The Portfolio segment also includes a multi-cultural line of products sold in both professional salons, large volume retailers and mass retailers.

- **American Crew** and **d:fi**: The Company sells men's shampoos, conditioners, gels and other hair care and men's grooming products for use and sale by professional salons under the **American Crew** brand name. In 2018, the **American Crew** brand expanded into the prestige channel with the launch of the men's skin and body care line, **American Crew Acumen** and has introduced the **American Crew TechSeries** product lineup. **American Crew** is the "Official Supplier to Men" of quality grooming products that provide the ultimate usage experience and enhance a man's personal image. **American Crew** is the leading salon brand created specifically for men and is sold in more than 70 countries (as well as being sold direct-to-consumer on its americancrew.com website). The Company also sells unisex hair products under the **d:fi** brand, which is a value-priced full line of cleansing, conditioning and styling products.
- **Almay**: The Company's **Almay** brand consists of hypo-allergenic, dermatologist-tested, fragrance-free cosmetics and skin care products. The **Almay** brand is comprised of face makeup, including foundation, pressed powder, primer and concealer; eye makeup, including eye shadows, mascaras and eyeliners; lip makeup; and makeup removers. Key brands within **Almay** include **Almay Smart Shade** in face; **Almay One Coat** in eye; and **Almay Color + Care** in lip. The **Almay** brand also has a significant makeup remover business under the core **Almay** brand name.
- **SinfulColors**: In addition to color cosmetics under **SinfulColors**, the Company's **SinfulColors** brand consists primarily of value-priced nail enamels, available in many bold, vivid and on-trend colors.
- **Cutex**: The Company's **Cutex** brand consists of a full range of nail care products, including nail polish remover, nail enamels, nail tools and hand and nail care treatments.
- **CND**: The Company sells nail enhancement systems, nail polishes, gel nail color and treatment products and services for use by the professional nail salon industry under the **CND** brand name. CND-branded professional nail, hand and foot care products are sold in more than 50 countries and the Company recently introduced the **CND** brand into mass retail through CVS stores. CND nail products include:
    - **CND Shellac** brand 14+ day nail color system, which delivers 14+ days of flawless wear, superior color and mirror shine with zero dry-time and no nail damage. The **CND Shellac** system is a true innovation in chip-free, extended-wear nail color. In 2018, the Company launched **CND Shellac Luxe**, a 2-step gel polish system that is ready to remove in 60 seconds with no nail damage; and
    - **CND Vinylux** weekly polish, a breakthrough nail polish that uses a patent-pending technology and lasts approximately a week. While ordinary polishes become brittle and deteriorate over time, **CND Vinylux** dries with exposure to natural light to a flawless finish and strengthens its resistance to chips over time.
- **Mitchum**: The Company's **Mitchum** brand consists of anti-perspirant deodorant products for men and women, with patented ingredients that provide consumers with up to 48 hours of protection.
- The Company sells professional hair products under brand names such as **Orofluido** and **Intercosmo**, as well as under the premium priced **Llongueras** brand (licensed from a third party) in Spain. Multi-cultural hair-care products are sold under the **Creme of Nature** brand, primarily in the U.S., to professional salons, large volume retailers and other retailers.
- The Company also sells certain skin care products in the U.S. and internationally under various regional brands, including the Company's **Gatineau** brand.

Fragrances Segment:

The Company's Fragrances segment includes the development, marketing and distribution of certain owned and licensed fragrances. These products are typically sold to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers and other international retailers. The owned and licensed fragrances include brands such as : (i) **Juicy Couture** (which are also sold direct-to-consumer on its juicycouturebeauty.com website), **John Varvatos** and **AllSaints** in prestige fragrances; (ii) **Britney Spears**, **Elizabeth Taylor**, **Christina Aguilera**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and (iii) **Curve, Giorgio Beverly Hills**, **Ed Hardy**, **Charlie**, **Lucky Brand**, **‹PS›** (logo of former Paul Sebastian brand), **Alfred Sung**, **Halston**, **Geoffrey Beene** and **White Diamonds** in mass fragrances.

The Company also distributes approximately 100 additional prestige fragrance brands owned by third parties. These products are typically sold to retailers in the U.S. and internationally, including prestige retailers and specialty stores and mass retailers, including mid-tier and chain drug retailers, e-commerce sites and other international and travel retailers.

Marketing

The Company uses various marketing techniques depending on the brand, type of product or target customer, among other variables. For its mass retail products, the Company markets its extensive product lines covering a broad range of price points within large volume retailers and e-commerce sites in the U.S. and within large volume retailers and other retailers internationally. The Company uses social media and other digital marketing, television, outdoor and print advertising and public relations and influencer marketing, as well as point-of-sale merchandising, including displays and samples, coupons and other trial incentives. The Company coordinates its marketing and advertising campaigns for new product launches and innovation with an omni-channel approach. The Company develops, jointly with retailers, customized, tailored point-of-purchase and other focused marketing programs.

The Company also uses cooperative advertising programs, Company-paid or Company-subsidized demonstrators and coordinates in-store promotions and displays. Other marketing strategies, including trial-size products and couponing, are designed to introduce the Company's newest products to consumers and encourage trial and purchase in-store.

For **Elizabeth Arden** products, the Company’s approach is focused on generating strong retailer and consumer demand across its key brands. The Company emphasizes a competitive marketing mix for each brand and implements plans that are designed to ensure that each brand's positioning is carried through consistently across all consumer touch points. The Company is increasingly leveraging new media, such as social networking and mobile and digital applications, along with traditional consumer reach vehicles, such as television and magazine print advertising, to engage with its consumers through their personally-preferred technologies. Marketing programs for the Company's **Elizabeth Arden** brands are also integrated with significant cooperative advertising programs that the Company plans and executes with its retailers, often linked with new product innovation and promotions.

For products primarily sold to professional salons and distributors, the Company markets products through educational seminars on such products' application methods and consumer benefits. In addition, the Company uses professional trade advertising, social media and other digital marketing, displays and samples to communicate to professionals and consumers the quality and performance characteristics of its products. In some countries, the Company's direct sales force provides customers with point of sale communication and merchandising for its professional products.

The Company believes that its presence in professional salons benefits the marketing and sale of its products sold through other channels, such as mass retailers or specialty stores, as it enables the Company to improve many of its other product categories, such as hair color, hair care, nail color, nail care and skin care. The presence of regional brands internationally provides the Company with broader brand, geographic coverage and retail diversification beyond large volume retailers, among others.

Additionally, the Company maintains many brand-specific websites, such as www.revlon.com, www.elizabetharden.com, www.almay.com, www.revlonprofessional.com, www.americancrew.com, www.cnd.com and www.mitchum.com, devoted to the **Revlon**, **Elizabeth Arden, Almay, Revlon Professional, American Crew, CND** and **Mitchum** brands, respectively. Each of these websites features product and promotional information for the brands and are updated regularly to stay current with the Company's new product launches and other marketing, advertising and promotional campaigns. The Company sells direct-to-consumer on-line through its elizabetharden.com, americancrew.com and juicycouturebeauty.com websites.

Research and Development

The Company believes that it is an industry leader in the development of innovative and technologically-advanced cosmetics and beauty products. The Company's marketing and research and development groups identify consumer needs and shifts in consumer preferences in order to develop new products, introduce line extensions and promotions and redesign or reformulate existing products to satisfy these needs and preferences. The Company's research and development group is comprised of departments specialized in the technologies critical to many of the Company's product lines. The Company also utilizes specialty laboratories and manufacturers in its supply chain for the development of certain new products, such as fragrances and skin care. The Company continues to refine its rigorous process for the ongoing development and evaluation of new product concepts, led by executives in marketing, sales, research and development, and including input from operations, law and finance. This process has created a comprehensive, long-term portfolio strategy that is intended to optimize the Company's ability to regularly launch innovative new product offerings and to effectively manage the Company's product portfolio.

The Company operates an extensive research and development facility in Edison, New Jersey for products under brands such as **Revlon**, **Almay** and **Elizabeth Arden**. The Company also has research facilities for its professional products in the U.S. (in California and Florida), Spain and Mexico. The scientists at these various facilities are responsible for performing all of the Company's research and development activities for new products, ideas, concepts and packaging. The Company's package development and engineering function is also part of the greater research and development organization and fosters a strong synergy of package and formula development, which is integral to a product's success. The research and development group performs extensive safety and quality testing on the Company's products, including toxicology, microbiology, efficacy and package testing. Additionally, quality control testing is performed at each of the Company's manufacturing facilities.

As of December 31, 2019, the Company employed approximately 200 people in its research and development activities, including specialists in pharmacology, toxicology, chemistry, microbiology, engineering, biology, dermatology and quality control.

Manufacturing and Related Operations and Raw Materials

During 2019, the Company's products were primarily produced at the Company's facilities in the U.S. (North Carolina and Florida), South Africa, Spain, Italy and Mexico, and at third-party facilities around the world. A significant portion of **Elizabeth Arden** products were also produced by third-party suppliers and contract manufacturers in the U.S. and Europe.

The Company continually reviews its manufacturing needs against its manufacturing capacities to identify opportunities to reduce costs and operate more efficiently. The Company purchases raw materials and components throughout the world, and continuously pursues reductions in cost of goods through the global sourcing of raw materials and components from qualified vendors, utilizing its purchasing capacity to optimize cost reductions. The Company's global sourcing strategy for materials and components from qualified vendors is also designed to ensure that the Company maintains a continuous supply of high-quality raw materials and components. The Company believes that alternate sources of raw materials and components exist and does not anticipate any significant shortages of, or difficulty in obtaining, such materials.

As previously disclosed, the Company's 2018 net sales were negatively impacted by service level disruptions that occurred at the Company's Oxford, N.C. manufacturing facility resulting from the Company's launch of a new SAP enterprise resource planning ("ERP") system. This launch impacted the Company's ability to manufacture certain quantities of finished goods and fulfill shipments to retail customers in the U.S. and internationally and caused the Company to incur substantial costs during 2018 to remediate the decline in customer service levels. As of December 31, 2018, the Oxford, N.C. manufacturing facility had resumed operating at pre-SAP levels and the Company was continuing to re-fill inventories across its retail partners, particularly internationally. (See Item 1A. Risk Factors - "The Company depends on its Oxford, North Carolina facility for production of a substantial portion of its products. Disruptions at this facility and/or at other Company or third-party facilities at which the Company's products are manufactured could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

Distribution

The Company's products are sold in approximately 150 countries across six continents. The Company utilizes a dedicated sales force in countries where the Company maintains operations, and also utilizes sales representatives and independent distributors to serve certain territories and retailers. (See Item 1A. Risk Factors - "The Company depends on a limited number of customers for a large portion of its net sales, and the loss of one or more of these customers could reduce the Company's net sales and have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows" and "Competition in the beauty industry could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

United States. Net sales in the U.S. accounted for approximately 47% of the Company's 2019 net sales, which were made in multiple channels, including mass and prestige retail, e-commerce sites and specialty cosmetics stores. The Company also sells a broad range of beauty products to U.S. Government military exchanges and commissaries. The Company licenses its **Revlon** trademark to select manufacturers for complementary beauty-related products and accessories that the Company believes have the potential to extend the Company's brand names and image. As of December 31, 2019, 6 of such licenses were in effect for 18 categories of beauty and fashion-related products and services. Pursuant to such licenses, the Company retains strict control over product design and development, product and service quality, advertising and the use of its trademarks. These licensing arrangements offer opportunities for the Company to generate revenues and cash flow through royalties and renewal fees, some of which are prepaid from time-to-time. During 2018, the Company entered into an agreement to re-acquire from its third-party licensee the rights to use the **Elizabeth Arden** and **Red Door** trademarks in connection with operating beauty salons and spas, which rights reverted to the Company in the fourth quarter of 2019.

The Company sells its products through the mass retail channel, prestige retailers, perfumeries, boutiques, department and specialty stores, travel retailers and distributors, as well as direct sales to consumers via its Elizabeth Arden branded retail stores and e-commerce business. In 2018, the Company launched direct-to-consumer on-line selling capabilities on its elizabetharden.com and juicycouturebeauty.com websites and in 2019 on its americancrew.com and fleshbeauty.com websites. Retail merchandisers maintain the Company's point-of-sale wall displays intended to ensure that high-selling SKUs are in stock and to ensure the optimal presentation of the Company's products in retailers. Products for use in professional salons are sold primarily through wholesale beauty supply distributors in the U.S.

Outside of the United States. Net sales outside the U.S. accounted for approximately 53% of the Company's 2019 net sales. The three countries outside the U.S. with the highest net sales were China, Australia and the U.K. which together accounted for approximately 14% of the Company's 2019 net sales. The Company distributes its mass retail products, prestige products and fragrances through large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department and specialty stores, one-stop shopping beauty retailers, perfumeries, boutiques, travel retailers and distributors. Products for use in professional hair and nail salons are sold directly to the salons by the Company's direct sales force in countries where it has operations and through wholesale beauty supply distributors in other countries outside the U.S.

At December 31, 2019, the Company actively sold its products through wholly-owned subsidiaries established in approximately 25 countries outside of the U.S., as well as through joint ventures in Asia and the Middle East, and through a large number of independent distributors and licensees elsewhere around the world.

Customers

The Company's principal customers for its mass retail products, prestige products and fragrances include large volume retailers and chain drug stores, including well-known retailers such as Walmart, CVS, Target, Kohl’s, Walgreens, TJ Maxx and Marshalls, department stores such as Macy’s, Dillard’s, Ulta, Belk, Sephora, Bloomingdales and Nordstrom in the U.S.; Shoppers DrugMart in Canada; A.S. Watson & Co. retail chains in Asia Pacific and Europe; Walgreens Boots Alliance in the U.S. and the U.K.; Debenhams and Superdrug Stores in the U.K.; as well as a range of specialty stores, perfumeries and boutiques such as The Perfume Shop, Hudson’s Bay, Shoppers Drug Mart, Myer, Douglas and various international and travel retailers such as Nuance, Heinemann and World Duty Free throughout various international regions, and e-commerce retailers such as Tmall in China.

The Company's principal customers for its professional products include Beauty Systems Group, Salon Centric and Ulta Salon, Cosmetics & Fragrance, as well as individual hair and nail salons and other distributors to professional salons.

As is customary in the industry, none of the Company’s customers are under an obligation to continue purchasing products from the Company in the future.

Walmart and its affiliates worldwide accounted for approximately 15% of the Company's 2019 consolidated net sales. The Company expects that Walmart and a small number of other customers will, in the aggregate, continue to account for a large portion of the Company's net sales. (See Item 1A. Risk Factors - "The Company depends on a limited number of customers for a large portion of its net sales, and the loss of one or more of these customers could reduce the Company's net sales and have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

Competition

The Company's cosmetics, fragrance, skin care, hair and beauty care products business categories are highly competitive. The Company competes primarily by:

- developing quality products with innovative performance features, shades, finishes, components and packaging;
- educating consumers, retail customers and salon professionals about the benefits of the Company’s products;
- anticipating and responding to changing consumer, retail customer and salon professional demands in a timely manner, including the timing of new product introductions and line extensions;
- offering attractively priced products relative to the product benefits provided;
- maintaining favorable brand recognition;
- generating competitive margins and inventory turns for its customers by providing relevant products and executing effective pricing, incentive and promotional programs and marketing campaigns, as well as social media and influencer marketing activities;
- ensuring product availability through effective planning and replenishment collaboration with the Company's customers;
- providing strong and effective advertising, marketing, promotion, social media, influencer and merchandising support;
- leveraging e-commerce, social media and mobile commerce initiatives and developing an effective omni-channel strategy to optimize the opportunity for consumers to interact with and purchase the Company's products both on-line and in brick and mortar outlets;
- maintaining an effective sales force and distributor network; and
- obtaining and retaining sufficient retail display and floor space, optimal in-store positioning and effective presentation of its products on-shelf.

The Company competes in selected product categories against numerous multi-national manufacturers, as well as with expanding private label and store-owned brands, particularly in the mass retail channel. In addition to products sold in large volume retailers, distributors, wholesalers, professional salons and demonstrator-assisted retailers, the Company's products also compete with products sold in prestige and department stores, television shopping, door-to-door, specialty stores, one-stop shopping beauty retailers, e-commerce sites, perfumeries and other distribution outlets. The Company's competitors include, among others, L'Oréal S.A., The Procter & Gamble Company, The Estée Lauder Companies Inc., Coty Inc., Shiseido Co., Johnson & Johnson, Kao Corp., Henkel AG & Co., Unilever PLC/Unilever N.V., Beiersdorf AG, Chanel S.A., L Brands, Inc., AmorePacific Corporation, Johnson & Johnson, LG Household & Healthcare, Natura & Co./Avon Products, Colgate-Palmolive Company, Puig, Mary Kay Inc., Hand & Nail Harmony, Inc., Oriflame Holding AG, Markwins International Corporation, Sephora (a division of LVMH Moët Henessy Louis Vuitton SE), Boots UK Limited, e.l.f. Beauty, Inc. The Company also competes to a growing extent against e-commerce focused micro-beauty brands, such as Glossier, Inc., NYX Cosmetics and Urban Decay Cosmetics (both acquired by L'Oréal), Anastasia Beverly Hills, Sigma Beauty, Benefit Cosmetics LLC (a subsidiary of LVMH), BECCA, Inc, and Too Faced Cosmetics, LLC (both acquired by Estée Lauder). (See Item 1A. Risk Factors - "Competition in the beauty industry could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

Patents, Trademarks and Proprietary Technology

The Company considers trademark protection to be very important to its business. The Company's trademarks are registered in the U.S. and in approximately 150 other countries. The Company's significant trademarks include: (i) in the Company's Revlon segment, **Revlon**, **Revlon ColorStay**, **Revlon ColorSilk**, **Revlon PhotoReady**, **Revlon Super Lustrous** and **Revlon Professional**; (ii) in the Company's Elizabeth Arden segment, **Elizabeth Arden**, **Prevage**, **Eight Hour**, **SuperStart**, **Visible Difference, Elizabeth Arden Red Door, Elizabeth Arden 5th Avenue, Elizabeth Arden Always Red, Elizabeth Arden White Tea and Elizabeth Arden Green Tea**; (iii) in the Company's Portfolio segment, **Almay**, **Almay Smart Shade**, **American Crew**, **CND**, **CND Shellac Luxe**, **CND Vinylux**, **SinfulColors**, **Mitchum**, **Cutex**, **Intercosmo**, **Orofluido**, **Creme of Nature and Gatineau;** and (iv) in the Company's Fragrances segment, owned marks such as **Curve, Giorgio Beverly Hills, Charlie**, **Halston, Jean Naté**, **‹PS›** (logo of former Paul Sebastian brand), **Untold,** and **White Diamonds,** as well as licensed trademarks such as **Juicy Couture** (which are also sold direct-to-consumer on its juicycouturebeauty.com website), **John Varvatos** and **AllSaints** in prestige fragrances; **Britney Spears**, **Elizabeth Taylor**, **Christina Aguilera**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and **Ed Hardy**, **Lucky Brand**, **Alfred Sung** and **Geoffrey Beene** in mass fragrances. The Company regularly renews its trademark registrations in the ordinary course of business.

The Company utilizes certain proprietary and/or patented technologies in the formulation, packaging and/or manufacture of a number of the Company's products, including, among others, **Revlon Age Defying** cosmetics, **Almay Smart Shade** makeup, **Revlon ColorSilk** hair color, the **Prevage** skin care products, **Mitchum** anti-perspirant deodorants, **CND Shellac Luxe** nail color systems and **CND Vinylux** nail polishes. The Company considers its proprietary technology and patent protection to be important to its business.

The Company files patent applications in the ordinary course of business for certain of the Company's new technologies. In general, utility patents are enforceable for up to 20 years from the patent application filing date, subject to paying periodic maintenance fees. The patents that the Company currently owns expire at various times between 2020 and 2037 and the Company expects to continue to file patent applications for certain of its technologies in the ordinary course of business.

Government Regulation

The Company is subject to regulation by the Federal Trade Commission (the "FTC") and the Food and Drug Administration (the "FDA") in the U.S., as well as various other federal, state, local and foreign regulatory authorities, including those in the European Union (the "EU"), Canada and other countries in which the Company operates. The Company's Oxford, North Carolina manufacturing facility is registered with the FDA as a drug manufacturing establishment, permitting the manufacture of cosmetics and other beauty-care products that contain over-the-counter drug ingredients, such as sunscreens, anti-perspirant deodorants and anti-dandruff hair-care products. Compliance with federal, state, local and foreign laws and regulations pertaining to the discharge of materials into the environment, or otherwise relating to the protection of the environment, has not had, and is not anticipated to have, a material effect on the Company's capital expenditures, earnings or competitive position. Regulations in the U.S., the EU, Canada and in other countries in which the Company operates that are designed to protect consumers or the environment have an increasing influence on the Company's product claims, ingredients and packaging. (See Item 1A. Risk Factors - "The Company's products are subject to federal, state and international regulations that could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

Employees

As of December 31, 2019, the Company employed approximately 7,100 people, of which approximately 20% were covered by collective bargaining agreements. The Company's total employee population includes the impacts of integration initiatives in connection with the EA Integration Restructuring Program and the 2018 Optimization Program (as hereinafter described), including the impacts of insourcing efforts. The Company believes that its employee relations are satisfactory.

Available Information

The public may access materials that the Company files with the Securities and Exchange Commission ("SEC"), including, without limitation, its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, on the SEC's website at http://www.sec.gov. The Company's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and amendments to those reports are also available free of charge on the Company's Internet website at http://www.revloninc.com as soon as reasonably practicable after such reports are electronically filed with or furnished to the SEC.

Item 1A. Risk Factors

In addition to the other information in this report, investors should consider carefully the following risk factors when evaluating the Company's business. For definitions of certain capitalized terms used in this Form 10-K referring to the Company's debt facilities, see Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations - Financial Condition, Liquidity and Capital Resources - Long-Term Debt Instruments" of this 2019 Form 10-K.

Revlon is a holding company with no business operations of its own and is dependent on its subsidiaries to pay certain expenses and dividends. In addition, shares of the capital stock of Products Corporation, Revlon's wholly-owned operating subsidiary, are pledged by Revlon to secure its obligations under the 2016 Credit Agreements and the 2019 Term Loan Facility.

Revlon is a holding company with no business operations of its own. Revlon's only material asset is all of the outstanding capital stock of Products Corporation, Revlon's wholly-owned operating subsidiary, through which Revlon conducts its business operations. As such, Revlon's net income has historically consisted predominantly of its equity in the net loss of Products Corporation, which for 2019 and 2018 was $151.2 million and $289.1 million, respectively (in each case excluding $7.9 million and $6.3 million, respectively, in expenses primarily related to Revlon being a public holding company). Revlon is dependent on the earnings and cash flow of, and dividends and distributions from, Products Corporation to pay Revlon's expenses incidental to being a public holding company and to pay any cash dividend or distribution on its Class A Common Stock in each case that may be authorized by Revlon's Board of Directors.

Products Corporation may not generate sufficient cash flow to pay dividends or distribute funds to Revlon because, for example, Products Corporation may not generate sufficient cash or net income; state laws may restrict or prohibit Products Corporation from issuing dividends or making distributions unless Products Corporation has sufficient surplus or net profits, which Products Corporation may not have; or because contractual restrictions, including negative covenants contained in Products Corporation's various debt instruments, may prohibit or limit such dividends or distributions.

The terms of Products Corporation's 2016 Credit Agreements, the indentures governing Products Corporation's 6.25% Senior Notes due 2024 (the "6.25% Senior Notes Indenture" and the "6.25% Senior Notes," respectively) and 5.75% Senior Notes due 2021 (the "5.75% Senior Notes Indenture" and the "5.75% Senior Notes," respectively, and, together with the 6.25% Senior Notes Indenture, the "Senior Notes Indentures" and the "Senior Notes," respectively) and the 2019 Term Loan Facility (as hereinafter defined) generally restrict Products Corporation from paying dividends or making distributions to Revlon, except in limited circumstances. For example, Products Corporation is permitted to pay dividends and make distributions to Revlon to enable Revlon to, among other things, maintain its existence and its ownership of Products Corporation, such as paying professional fees (e.g., legal, accounting and insurance fees), regulatory fees (e.g., SEC filing fees and NYSE listing fees), pay certain taxes and other expenses related to being a public holding company and, subject to certain limitations, to pay dividends, if any, on Revlon's outstanding securities or make distributions in certain circumstances to finance Revlon's purchase of shares of its Class A Common Stock issued in connection with the delivery of such shares to grantees under the Fourth Amended and Restated Revlon, Inc. Stock Plan, as amended. These limitations therefore restrict Revlon's ability to pay dividends on its Class A Common Stock.

All of the shares of Products Corporation's capital stock held by Revlon are pledged to secure Revlon's guarantee of Products Corporation's obligations under its 2016 Credit Agreements and the 2019 Term Loan Facility. A foreclosure upon the shares of Products Corporation's common stock would result in Revlon no longer holding its only material asset, would have a material adverse effect on the holders and price of Revlon's Class A Common Stock and would be a change of control under Products Corporation's other debt instruments. (See also Item 1A. Risk Factors - "Shares of Revlon Class A Common Stock and Products Corporation's capital stock are pledged to secure various of Revlon's and/or other of the Company's affiliates' obligations and foreclosure upon these shares or dispositions of shares could result in the acceleration of debt under Products Corporation's 2016 Senior Credit Facilities, 2018 Foreign Asset-Based Term Facility, 2019 Term Loan Facility, Amended 2019 Senior Line of Credit Facility and/or its Senior Notes and could have other consequences.")

Products Corporation's substantial indebtedness could adversely affect the Company's operations and flexibility and Products Corporation's ability to service its debt.

Products Corporation has a substantial amount of outstanding indebtedness. As of December 31, 2019 the Company's total indebtedness was $3,252.8 million (or $3,196.4 million net of discounts and debt issuance costs), including: (i) $450.0 million in aggregate principal amount of its 6.25% Senior Notes; (ii) $500.0 million in aggregate principal amount of its 5.75% Senior Notes; (iii) $230.9 million of secured indebtedness under Tranche A of its Amended 2016 Revolving Credit Facility; (iv) $41.5 million of secured indebtedness under Tranche B of its Amended 2016 Revolving Credit Facility; (v) $1,741.5 million in aggregate principal amount of secured indebtedness under its 2016 Term Loan Facility; (vi) $86.3 million in aggregate principal amount of secured indebtedness under its 2018 Foreign Asset-Based Term Facility (as hereinafter defined); (vii) $200.0 million in aggregate principal amount of secured indebtedness under its 2019 Term Loan Facility; (viii) nil in aggregate principal amount of indebtedness under its Amended 2019 Senior Line of Credit Facility (as hereinafter defined); and (ix) $2.6 million in aggregate principal amount of other indebtedness. In addition, as of such date Products Corporation would have had the ability to incur an additional $157.7 million of secured indebtedness under its Amended 2016 Revolving Credit Facility and $30.0 million in aggregate principal amount of indebtedness under its Amended 2019 Senior Line of Credit Facility. If the Company is unable to maintain or increase its profitability and cash flow and sustain such results in future periods, it could adversely affect the Company's operations and Products Corporation's ability to service its debt and/or comply with the financial and/or operating covenants under its various debt instruments. (See also Item 1A. Risk Factors - "Restrictions and covenants in Products Corporation's various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply.")

The Company is subject to the risks normally associated with substantial indebtedness, including the risk that the Company's profitability and cash flow will be insufficient to meet required payments of principal and interest under Products Corporation's various debt instruments, and the risk that Products Corporation will be unable to refinance existing indebtedness when it becomes due or, if it is unable to comply with the financial or operating covenants under its various debt instruments, to obtain any necessary consents, waivers or amendments or that the terms of any such refinancing and/or consents, waivers or amendments will be less favorable than the current terms of such indebtedness. Products Corporation's substantial indebtedness could also have the effect of:

- limiting the Company's ability to fund (including by obtaining additional financing) the costs and expenses of executing the Company's business initiatives, future working capital, capital expenditures, advertising, promotional and/or marketing expenses, new product development costs, purchases and reconfigurations of wall displays, acquisitions, and related integration costs, investments, restructuring programs and other general corporate purposes;
- requiring the Company to dedicate a substantial portion of its cash flow from operations to payments on Products Corporation's indebtedness, thereby reducing the availability of the Company's cash flow necessary for executing the Company's business initiatives and for other general corporate purposes;
- placing the Company at a competitive disadvantage compared to its competitors that have less debt;
- exposing the Company to potential events of default (if not cured or waived) under the financial and operating covenants contained in Products Corporation's various debt instruments;
- limiting the Company's flexibility in responding to changes in its business and the industry in which it operates; and
- making the Company more vulnerable in the event of adverse economic conditions or a downturn in its business.

Although agreements governing Products Corporation's indebtedness, including the 2016 Credit Agreements, the Senior Notes Indentures and the 2019 Term Loan Agreement (as hereinafter defined), limit Products Corporation's ability to borrow funds, under certain circumstances Products Corporation is allowed to borrow a significant amount of additional money, some of which, in certain circumstances and subject to certain limitations, could be secured indebtedness. To the extent that more debt, whether secured or unsecured, is added to the Company's current debt levels, the risks described above would increase further. See "Recent Developments – 2020 Refinancing Transactions" in Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations."

Products Corporation's ability to pay the principal amount of its indebtedness depends on many factors.

Tranche B under the Amended 2016 Revolving Credit Facility matures no later than April 2020; the Amended 2019 Senior Line of Credit Facility matures on December 31, 2020; the 5.75% Senior Notes mature in February 2021; the 2018 Foreign Asset-Based Term Facility matures in July 2021; Tranche A under the Amended 2016 Revolving Credit Facility matures no later than September 2021; the 2019 Term Loan Facility matures no later than August 2023; the 2016 Term Loan Facility matures no later than September 2023; and the 6.25% Senior Notes mature in August 2024. Also, while the 2019 Term Loan Facility is scheduled to mature no later than August 2023, its maturity would accelerate to the earliest of: (y) the 180th day prior to the maturity of Products Corporation's existing 2016 Term Loan Facility, if any loans under the 2016 Term Loan Facility remain outstanding and have not been replaced or refinanced by such date; and (z) the date of any springing maturity of the 2016 Term Loan Facility (i.e., the 91st day prior to the maturity of the 5.75% Senior Notes due February 15, 2021 if any 5.75% Senior Notes remain outstanding by such date). Tranche A of the Amended 2016 Revolving Credit Facility has a springing maturity similar to the 2016 Term Loan Facility. For a more complete description of the maturities of these debt instruments, including events that could accelerate their respective maturities, see Note 9, "Debt" to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K. See also, "Recent Developments – 2020 Refinancing Transactions" in Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations." Products Corporation currently anticipates that, in order to pay the principal amount of its outstanding indebtedness upon the occurrence of any event of default, or to repurchase any of the Senior Notes if a change of control occurs, or in the event that Products Corporation's cash flows from operations are insufficient to allow it to pay the principal amount of its indebtedness by their respective maturity dates, the Company will be required to refinance some or all of Products Corporation's indebtedness, seek to sell assets or operations, seek to sell additional Revlon equity, seek to sell debt securities of Revlon or Products Corporation and/or seek additional capital contributions or loans from MacAndrews & Forbes or from the Company's other affiliates and/or third parties. The Company may be unable to take any of these actions due to a variety of commercial or market factors or constraints in Products Corporation's various debt instruments, including, for example, market conditions being unfavorable for an equity or debt issuance, additional capital contributions or loans not being available from affiliates and/or third parties, or that the transactions may not be permitted under the terms of Products Corporation's various debt instruments then in effect, including restrictions on the incurrence of additional debt, incurrence of liens, asset dispositions and/or related party transactions included in such debt instruments. Such actions, if ever taken, may not enable the Company to satisfy its cash requirements if the actions do not result in sufficient cost reductions or generate a sufficient amount of additional capital, as the case may be.

None of the Company's affiliates are required to make any capital contributions, loans or other payments to Products Corporation regarding its obligations on its indebtedness, other than the Amended 2019 Senior Line of Credit Facility. Products Corporation may not be able to pay the principal amount of its indebtedness using any of the above actions because, under certain circumstances, the 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement, the Senior Notes Indentures, any of Products Corporation's other debt instruments and/or the debt instruments of Products Corporation's subsidiaries then in effect may not permit the Company to take such actions. (See also Item 1A. Risk Factors - "Restrictions and covenants in Products Corporation's various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply").

The future state of the credit markets, including any volatility and/or tightening of the credit markets and reduction in credit availability, could adversely impact the Company's ability to refinance or replace, in whole or in part, Products Corporation's outstanding indebtedness by their respective maturity dates, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Restrictions and covenants in Products Corporation's various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply.

The agreements that govern Products Corporation's indebtedness, including the 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement and Products Corporation's Senior Notes Indentures, contain a number of significant restrictions and covenants that limit Products Corporation's ability (subject in each case to certain exceptions) to, among other things:

- borrow money;
- use assets as security in other borrowings or transactions;
- pay dividends on stock or purchase stock;
- sell assets and use the proceeds from such sales;
- enter into certain transactions with affiliates;
- make certain investments;

- prepay, redeem or repurchase specified indebtedness; and
- permit restrictions on the payment of dividends to Products Corporation by its subsidiaries.

These covenants affect Products Corporation’s operating flexibility by, among other things, restricting its ability to incur indebtedness that could be used to fund the costs of executing the Company’s business initiatives and to grow the Company’s business, as well as to fund general corporate purposes.

Certain breaches under the 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement, the Amended 2019 Senior Line of Credit Agreement and/or the Senior Notes Indentures would permit the Company’s lenders to accelerate amounts outstanding thereunder. The acceleration of amounts outstanding under the 2016 Senior Credit Facilities, the 2018 Foreign Asset-Based Term Facility, the 2019 Term Loan Facility, the Amended 2019 Senior Line of Credit Facility and/or the Senior Notes would in certain circumstances constitute an event of default under the other instruments permitting amounts outstanding under such instruments to be accelerated. See “Recent Developments – 2020 Refinancing Transactions” in Item 7. “Combined Management’s Discussion and Analysis of Financial Condition and Results of Operations.” In addition, holders of the Senior Notes may require Products Corporation to repurchase their notes in the event of a change of control under the applicable indenture and a change of control would be an event of default under the 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement and the 2019 Term Loan Agreement. Products Corporation may not have sufficient funds at the time of any such breach or change of control to repay, in full or in part, amounts outstanding under the 2016 Senior Credit Facilities, the 2019 Term Loan Facility, the Amended 2019 Senior Line of Credit Facility or the 2018 Asset-Based Term Facility or to repay, repurchase or redeem, in full or in part, the Senior Notes.

Events beyond the Company’s control could impair the Company’s operating performance, which could affect Products Corporation’s ability to comply with the terms of Products Corporation’s debt instruments. Such events may include decreased consumer spending in response to weak economic conditions or weakness in the consumption of beauty products in one or more of the Company's segments; adverse changes in tariffs, foreign currency exchange rates, foreign currency controls and/or government-mandated pricing controls; decreased sales of the Company's products as a result of increased competitive activities by the Company’s competitors and/or decreased performance by third-party suppliers, whether due to shortages of raw materials or otherwise; changes in consumer purchasing habits, including with respect to retailer preferences and/or among sales channels, such as due to any further consumption declines that the Company has experienced; inventory management by the Company's customers; inventory de-stocking by certain retail customers; space reconfigurations or reductions in display space by the Company's customers; retail store closures in the brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels; changes in pricing, marketing, advertising and/or promotional strategies by the Company's customers; less than anticipated results from the Company's existing or new products or from its advertising, promotional, pricing and/or marketing plans; or if the Company’s expenses, including, without limitation, those for pension expense under its benefit plans, restructuring programs and related severance expenses, acquisitions and related integration costs, capital expenditures, costs related to litigation, advertising, promotional and/or marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise, exceed the Company's anticipated level of expenses.

Under such circumstances, Products Corporation may be unable to comply with the requirements of one or more of its various debt instruments, including any financial covenants in the 2016 Credit Agreements and the 2019 Term Loan Agreement. If Products Corporation is unable to satisfy such requirements at any future time, Products Corporation would need to seek an amendment or waiver of such requirements. The respective lenders under the 2016 Credit Agreements and/or the 2019 Term Loan Agreement may not consent to any amendment or waiver requests that Products Corporation may make in the future, and, if they do consent, they may only do so on terms that are unfavorable to Products Corporation and/or Revlon.

If Products Corporation is unable to obtain any such waiver or amendment, Products Corporation's inability to meet the requirements of the 2016 Credit Agreements and/or the 2019 Term Loan Agreement would constitute an event of default under such agreements, which, under certain circumstances, would permit the bank lenders to accelerate the repayment of the 2016 Senior Credit Facilities and the 2019 Term Loan Facility, and, under certain circumstances, would constitute an event of default under the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement and the Senior Notes Indentures. An event of default under the Senior Notes Indentures would permit the respective Notes Trustee or the Requisite Note Holders to accelerate payment of the principal and accrued, but unpaid, interest on the respective Senior Notes. An event of default under the Amended 2019 Senior Line of Credit Agreement, under certain circumstances, would permit the lenders to accelerate the repayment of such facility.

Products Corporation’s assets and/or cash flows and/or that of Products Corporation’s subsidiaries may not be sufficient to fully repay borrowings under its various debt instruments, either upon maturity or if accelerated upon an event of default or change of control, and if the Company is required to repay, repurchase and/or redeem, in whole or in part, amounts outstanding under its 2016 Senior Credit Facilities, the 2018 Foreign Asset-Based Term Facility, 2019 Term Loan Facility, Amended 2019 Senior Line of Credit Facility and/or its Senior Notes, it may be unable to refinance or restructure the payments on such debt. See “Recent Developments – 2020 Refinancing Transactions” in Item 7. “Combined Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Further, if the Company is unable to repay, refinance or restructure its indebtedness under the 2016 Senior Credit Facilities, the 2018 Foreign Asset-Based Term Facility and/or the 2019 Term Loan Facility, the lenders could proceed against the collateral securing that indebtedness, subject to certain conditions and limitations as set forth in the related intercreditor agreements and collateral agreements. As described above, the consequences of complying with the foregoing restrictions, covenants and limitations under the Company’s various debt instruments could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

Limits on Products Corporation's borrowing capacity under the Amended 2016 Revolving Credit Facility and the 2018 Foreign Asset-Based Term Facility may affect the Company's ability to finance its operations.

At December 31, 2019, Products Corporation had $272.4 million in aggregate borrowings outstanding under the Amended 2016 Revolving Credit Facility and $86.3 million outstanding under the 2018 Foreign Asset-Based Term Facility. While the Amended 2016 Revolving Credit Facility provides for up to $441.5 million of commitments, the Company’s ability to borrow funds under such facility is limited by a borrowing base determined relative to the value, from time-to-time, of certain eligible assets.

While the 2018 Foreign Asset-Based Term Facility provides for a euro-denominated senior secured asset-based term loan facility in an aggregate principal amount of €77 million, the full amount of which was funded on the closing of the facility in July 2018, the 2018 Foreign Asset-Based Term Agreement requires the maintenance of a borrowing base supporting the borrowing thereunder, based on the sum of: (i) 85% of eligible accounts receivable; and (ii) 90% of the net orderly liquidation value of eligible inventory, in each case with respect to certain of Products Corporation’s subsidiaries organized in Australia, Bermuda, Germany, Italy, Spain and Switzerland, subject to certain customary availability reserves.

Under the Amended 2016 Revolving Credit Facility and the 2018 Foreign Asset-Based Term Facility, if the value of the Company's eligible assets is not sufficient to support the full borrowing base under the respective facility, Products Corporation will not have complete access to the entire commitment available under such facilities, but rather would have access to a lesser amount as determined by the borrowing base.

The Borrowers must prepay loans under the Amended 2016 Revolving Credit Facility and the 2018 Foreign Asset-Based Term Facility to the extent that outstanding loans exceed its respective borrowing base Under the 2018 Foreign Asset-Based Term Facility, in lieu of a mandatory prepayment, the Loan Parties may deposit cash in an amount not to exceed 10% of the borrowing base into a designated U.S. bank account with the Agent that is subject to a control agreement (such cash, the "Qualified Cash"). If any such over-advance has not been cured within 60 days, the Qualified Cash may be applied, at the Agent’s option, to prepay the loans under the 2018 Foreign Asset-Based Term Facility. To the extent certain levels of availability are obtained during a certain period of time, the Borrowers can withdraw the Qualified Cash from such bank account. In addition, the 2018 Foreign Asset-Based Term Facility is subject to mandatory prepayments from the net proceeds from the incurrence by the Loan Parties of debt not permitted thereunder.

As Products Corporation continues to manage its working capital (including its and its subsidiaries inventory and accounts receivable, which are significant components of the eligible assets comprising the borrowing base under the Amended 2016 Revolving Credit Facility and the 2018 Foreign Asset-Based Term Facility), this could reduce the borrowing base under the Amended 2016 Revolving Credit Facility and/or the 2018 Asset-Based Term Facility. Further, if Products Corporation borrows funds under the Amended 2016 Revolving Credit Facility, subsequent changes in the value or eligibility of the assets within the borrowing base could require Products Corporation to pay down amounts outstanding under such facility so that there is no amount outstanding in excess of the then-existing borrowing base. Likewise, subsequent changes in the value or eligibility of the assets within the borrowing base under the 2018 Foreign Asset-Based Term Facility could require Products Corporation to pay down amounts outstanding under such facility so that there is no amount outstanding in excess of the then-existing borrowing base, which, unlike the Amended 2016 Revolving Credit Facility, cannot be re-borrowed.

The Company’s ability to borrow under the Amended 2016 Revolving Credit Facility is also conditioned upon its compliance with other covenants in the agreements that govern the 2016 Senior Credit Facilities. Because of these limitations, the Company may not always be able to meet its cash requirements with funds borrowed under the Amended 2016 Revolving Credit Facility, which could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

If one or more lenders under the Amended 2016 Revolving Credit Facility are unable to fulfill their commitment to advance funds to Products Corporation under such facility, it would impact the Company’s liquidity and, depending upon the amount involved and the Company’s liquidity requirements, it could have an adverse effect on the Company’s ability to fund its operations, which could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

At December 31, 2019, the Company had a liquidity position of $278.7 million, consisting of: (i) $104.3 million of unrestricted cash and cash equivalents; (ii) $157.7 million in available borrowing capacity under Products Corporation's Amended 2016 Revolving Credit Facility (which had $272.4 million drawn at such date); (iii) $30 million in available borrowing capacity under the Amended 2019 Senior Line of Credit Facility, which had no borrowings at such date; and less (iv) $13.3 million of outstanding checks. See “Recent Developments – 2020 Refinancing Transactions” in Item 7. “Combined Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

A substantial portion of Products Corporation's indebtedness is subject to floating interest rates and the potential discontinuation or replacement of LIBOR could result in an increase to our interest expense.

A substantial portion of the Products Corporation's indebtedness is subject to floating interest rates, which makes the Company more vulnerable in the event of adverse economic conditions, increases in prevailing interest rates or a downturn in the Company’s business. As of December 31, 2019, $2,253.6 million of Products Corporation’s total indebtedness, or approximately 71% of its total indebtedness, was subject to floating interest rates.

In July 2017, the U.K.’s Financial Conduct Authority, which regulates LIBOR, announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021. It is unclear whether or not LIBOR will cease to exist at that time (and if so, what reference rate will replace it) or if new methods of calculating LIBOR will be established such that it continues to exist after 2021. Certain of Products Corporation’s financing agreements, including its 2016 Term Loan Facility, the Amended 2016 Revolving Credit Facility and the 2019 Term Loan Facility are made at variable rates that use LIBOR as a benchmark for establishing the applicable interest rate. While the 2016 Credit Agreements contain limited “fallback” provisions providing for comparable or successor rates in the event LIBOR is unavailable, these provisions may not adequately address the actual changes to LIBOR or its successor rates. For example, if future rates based upon the successor reference rate (or a new method of calculating LIBOR) are higher than LIBOR rates as currently determined, it may have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows. On the other hand, if future rates based upon the successor reference rate (or a new method of calculating LIBOR) are lower than LIBOR rates as currently determined, the lenders under such credit agreements may seek amendments to increase the applicable interest rate margins or invoke their right to require the use of the alternate base rate in place of LIBOR, which could result in an increase to our interest expense as discussed below. By contrast, the 2019 Term Loan Facility does not have provisions for selecting or requiring the alternative base rate, and therefore in the event that LIBOR is discontinued in the future and a comparable or successor rate is not approved by the required lenders under the 2019 Term Loan Facility, it may become necessary to amend the 2019 Term Loan Facility. More generally, a phase-out of LIBOR could cause market volatility or disruption and may adversely affect our access to the capital markets and cost of funding, which would have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.

Similar considerations as the ones described above with respect to LIBOR as benchmark for establishing interest rates apply to EURIBOR. Our 2018 Foreign Asset-Based Term Facility is denominated in Euros and the interest rate thereunder is tied to EURIBOR. To the extent that EURIBOR becomes unavailable, the agreement contains fallback provisions ultimately providing for a rate determined by the administrative agent as the all-in-cost of funds for borrowings denominated in Euros with maturities comparable to the interest period applicable to the loans under the 2018 Foreign Asset-Based Term Facility.

As of December 31, 2019, the entire $1,741.5 million in aggregate principal amount outstanding under the 2016 Term Loan Facility bore interest, at Product Corporation's option, at a rate per annum of LIBOR (which has a floor of 0.75%) plus a margin of 3.5% or an alternate base rate plus a margin of 2.5%, payable quarterly, at a minimum. At December 31, 2019, LIBOR and the alternate base rate for the 2016 Term Loan Facility were 4.75% and 1.908%, respectively. As of December 31, 2019, $230.9 million in aggregate principal amount outstanding under Tranche A of the Amended 2016 Revolving Credit Facility bore interest, at Products Corporation's option, at a rate per annum equal to either: (i) the alternate base rate plus an applicable margin equal to 0.25%, 0.50% or 0.75%, depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time); or (ii) the Eurocurrency rate plus an applicable margin equal to 1.25%, 1.5% or 1.75%, depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time). As of December 31, 2019, $41.5 million in aggregate principal amount outstanding under Tranche B of the Amended 2016 Revolving Credit Facility bore interest, at Products Corporation's option, at a rate per annum equal to either: (i) the alternate base rate plus an applicable margin equal to 1.5%, 1.75% or 2.0%, depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time); or (ii) the Eurocurrency rate plus an applicable margin equal to 2.5%, 2.75% or 3.0%, depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time). Under Tranches A and B of the Amended 2016 Revolving Credit Facility, the applicable margin increases as average excess availability thereunder decreases. Under the 2018 Foreign Asset-Based Term Facility, which had $86.3 million in aggregate principal amount outstanding as of December 31, 2019, interest accrues on borrowings at a rate per annum equal to the EURIBOR rate plus a 6.50% applicable margin. Interest accrues on the 2019 Term Loan Facility, which had $200.0 million in aggregate principal amount outstanding as of December 31, 2019, at a rate per annum of one-month adjusted LIBOR (which has a floor of 0%), plus a margin of 9.50%.

If any of LIBOR (or its successor rate), the prime rate or the federal funds effective rate increases, Products Corporation's debt service costs will increase to the extent that Products Corporation has elected such rates for its outstanding loans. Based on the amounts outstanding under the 2016 Senior Credit Facilities, the 2018 Foreign Asset-Based Term Facility, the 2019 Term Loan Facility and other short-term borrowings (which, in the aggregate, are Products Corporation's only debt currently subject to floating interest rates) as of December 31, 2019, a 1% increase in LIBOR (or an equivalent successor rate) would increase the Company's annual interest expense by $21.4 million. Based on the same amounts outstanding, a change from LIBOR to the alternate base rate in the case of the 2016 Credit Agreements would increase the Company's annual interest expense by $37.7 million. Increased debt service costs would adversely affect the Company's cash flows and could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company's ability to service its debt and meet its cash requirements depends on many factors, including achieving anticipated levels of revenue and expenses. If such revenue or expense levels prove to be other than as anticipated, the Company may be unable to meet its cash requirements or Products Corporation may be unable to meet the requirements of the 2016 Credit Agreements, 2018 Foreign Asset-Based Term Loan Agreement, 2019 Term Loan Agreement and/or Amended 2019 Senior Line of Credit Agreement, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company currently expects that operating revenues, cash on hand, and funds that may be available for borrowing under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings will be sufficient to enable the Company to cover its operating expenses for 2020, including: cash requirements for the payment of expenses in connection with executing the Company's business initiatives and its advertising, promotional, pricing and/or marketing plans; purchases of permanent wall displays; capital expenditure requirements; debt service payments and costs; cash tax payments; pension and other post-retirement plan contributions; payments in connection with the Company's restructuring programs (including, without limitation, the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program); severance not otherwise included in the Company's restructuring programs; business and/or brand acquisitions (including, without limitation, through licensing transactions), if any; debt and/or equity repurchases, if any; costs related to litigation; and payments in connection with discontinuing non-core business lines and/or exiting and/or entering certain territories and/or channels of trade. See "Recent Developments – 2020 Refinancing Transactions" in Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations."

However, if the Company's anticipated level of revenue is not achieved because of, for example, decreased consumer spending in response to weak economic conditions or weakness in the consumption of beauty products in one or more of the Company's segments; adverse changes in tariffs, foreign currency exchange rates, foreign currency controls and/or government-mandated pricing controls; decreased sales of the Company's products as a result of increased competitive activities by the Company's competitors and/or decreased performance by third-party suppliers, whether due to shortages of raw materials or otherwise; changes in consumer purchasing habits, including with respect to retailer preferences and/or sales channels, such as due to the consumption declines in core beauty categories in the mass retail channel in North America, which continues to have a negative impact on net sales of Revlon color cosmetics and SinfulColors color cosmetics; inventory management by the Company's customers; space reconfigurations or reductions in display space by the Company's customers; retail store closures in brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels; changes in pricing, marketing, advertising and/or promotional strategies by the Company's customers; less than anticipated results from the Company's existing or new products or from its advertising, promotional, pricing and/or marketing plans; or if the Company's expenses, including, without limitation, those for pension expense under its benefit plans, capital expenditures, restructuring and severance costs (including, without limitation, for the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program), acquisition and integration costs, costs related to litigation, advertising, promotional or marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise, exceed the anticipated level of expenses, the Company's current sources of funds may be insufficient to meet its cash requirements. In addition, such developments, if significant, could reduce the Company's revenues and could have a material adverse effect on Products Corporation's ability to comply with the terms of the 2016 Credit Agreements, 2018 Foreign Asset-Based Term Loan Agreement, 2019 Term Loan Agreement and/or Amended 2019 Senior Line of Credit Agreement (See also Item 1A. Risk Factors - "Restrictions and covenants in Products Corporation’s various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply," which discusses, among other things, the consequences of noncompliance with Products Corporation's debt covenants).

If the Company's operating revenues, cash on hand and/or funds that may be available for borrowing are insufficient to cover the Company's expenses and/or are insufficient to enable Products Corporation to comply with the requirements of the 2016 Credit Agreements, 2018 Foreign Asset-Based Term Loan Agreement, 2019 Term Loan Agreement and/or Amended 2019 Senior Line of Credit Agreement, the Company could be required to adopt one or more of the alternatives listed below:

- delaying the implementation of or revising certain aspects of the Company's business initiatives;
- reducing or delaying purchases of wall displays and/or expenses related to the Company's advertising, promotional and/or marketing activities;
- reducing or delaying capital spending;
- implementing new restructuring programs;
- refinancing Products Corporation's indebtedness;
- selling assets or operations;
- seeking additional capital contributions and/or loans from MacAndrews & Forbes, the Company's other affiliates and/or third parties;
- selling additional Revlon equity or debt securities or Products Corporation's debt securities; and/or
- reducing other discretionary spending.

The Company may not be able to take any of these actions because of a variety of commercial or market factors or constraints in one or more of Products Corporation's various debt instruments, including, for example, market conditions being unfavorable for an equity or a debt issuance, additional capital contributions or loans not being available from affiliates and/or third parties, or that the transactions may not be permitted under the terms of one or more of Products Corporation's various debt instruments then in effect, such as due to restrictions on the incurrence of debt, incurrence of liens, asset dispositions and/or related party transactions. If the Company is required to take any of these actions, it could have a material adverse effect on its business, prospects, results of operations, financial condition and/or cash flows.

Such actions, if ever taken, may not enable the Company to satisfy its cash requirements or enable Products Corporation to comply with the terms of the 2016 Credit Agreements, 2018 Foreign Asset-Based Term Loan Agreement and/or 2019 Term Loan Agreement if the actions do not result in sufficient cost reductions or generate a sufficient amount of additional capital, as the case may be. (See also Item 1A. Risk Factors - "Restrictions and covenants in Products Corporation’s various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply," which discusses, among other things, the consequences of noncompliance with Products Corporation's debt covenants).

If the Company is unable to consummate its committed financing, or otherwise obtain sufficient alternative funding, for the repayment in full of its 5.75% Senior Notes due 2021, certain of its credit facilities will be subject to an Accelerated Maturity Event which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The 5.75% Senior Notes are due on February 15, 2021. If Products Corporation is unable to repay or refinance the 5.75% Senior Notes in full prior to November 16, 2020 (91 days before they are due) (the "Accelerated Maturity Date"), then, subject to certain minimum liquidity-related exceptions, the 2016 Term Loan Facility, Tranche A of the Amended 2016 Revolving Credit Facility and the 2019 Term Loan Facility will become due on the Accelerated Maturity Date (an "Accelerated Maturity Event"). As of December 31, 2019, the aggregate principal amount of indebtedness outstanding under the 5.75% Senior Notes, the 2016 Term Loan Facility, Tranche A of the Amended 2016 Revolving Credit Facility and the 2019 Term Loan Facility was $500.0 million, $1,741.5 million, $230.9 million, and $200.0 million, respectively.

On March 9, 2020, Products Corporation entered into a commitment letter (the "2020 Commitment Letter") with Jefferies Finance LLC to provide sufficient financing to refinance the 5.75% Senior Notes and the 2019 Term Loan Facility in full prior to the Accelerated Maturity Date. The financing under the 2020 Commitment Letter is available until June 30, 2020 and is subject to customary conditions precedent, such as the execution of definitive loan and security documents, absence of material adverse change and other customary conditions. Although the Company expects that it will be able to satisfy the conditions to the financing contemplated by the 2020 Commitment Letter, if the financing does not occur for any reason, the Company will need to obtain sufficient alternative funding (whether from borrowed funds or from the proceeds of asset sales) or amend or obtain a waiver from the lenders under the 2016 Term Loan Facility, Tranche A of the Amended 2016 Revolving Credit Facility and the 2019 Term Loan Facility. There can be no assurance that the Company will be able to obtain any such alternative financing or amendment or waiver on favorable terms or at all. If an Accelerated Maturity Event were to occur, it could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows. For a discussion of factors affecting Products Corporation's ability to repay or refinance indebtedness by maturity and the consequences of its inability to do so, see Item 1A. Risk Factors – "Products Corporation's ability to pay the principal amount of its indebtedness depends on many factors."

The Company depends on its Oxford, North Carolina facility for production of a substantial portion of its products. Disruptions at this facility and/or at other Company or third-party facilities at which the Company's products are manufactured could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company produces a substantial portion of its products at its Oxford, North Carolina facility. Significant unscheduled downtime at this facility, or at other Company facilities and/or third-party facilities at which the Company's products are manufactured, whether due to equipment breakdowns, power failures, natural disasters, weather conditions hampering delivery schedules, shortages of raw materials, technology disruptions or other disruptions, including those caused by transitioning manufacturing across these facilities, or any other cause could have a material adverse effect on the Company's ability to provide products to its customers, which could have a material adverse effect on the Company's sales, business, prospects, results of operations, financial condition and/or cash flows. Additionally, if product sales exceed the Company's forecasts, internal or third-party production capacities and/or the Company's ability to procure sufficient levels of finished goods, raw materials and/or components from third-party suppliers, the Company could, from time-to-time, not have an adequate supply of products to meet customer demands, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Volatility in costs and disruption in the supply of materials and services could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company purchases raw materials, including essential oils, alcohols, chemicals, containers and packaging components, from various third-party suppliers. Substantial cost increases and the unavailability of raw materials or other commodities, as well as higher costs for energy, transportation and other necessary services have adversely affected and may continue to adversely affect the Company's profit margins if it is unable to wholly or partially offset them, such as by achieving cost efficiencies in its supply chain, manufacturing and/or distribution activities. In addition, the Company purchases certain finished goods, raw materials, packaging and other components from single-source suppliers or a limited number of suppliers and if the Company is required to find alternative sources of supply, these new suppliers may have to be qualified under applicable industry, governmental and Company-mandated vendor standards, which can require additional investment and be time-consuming. Any significant disruption to the Company's manufacturing or sourcing of products or raw materials, packaging and other components for any reason could interrupt and delay the Company's supply of products to its retail customers. Also, the Company is continually looking for opportunities to provide essential business services in a more cost-effective manner. In some cases, the Company outsources certain functions that it believes can be performed more efficiently by third parties, such as in the areas of IT, finance, tax and human resources. These third parties could fail to provide the expected level of services, provide them on a timely basis or to provide them at the expected fees. Such events, if not promptly remedied, could have a material adverse effect on the Company's business, prospects, results of operation, financial condition and/or cash flows.

The Company's financial performance depends on its ability to anticipate and respond to consumer trends and changes in consumer preferences. New product introductions may not be as successful as the Company anticipates, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company has a rigorous process for the continuous development and evaluation of new product concepts, led by executives in marketing, sales, research and development, product development, operations, law and finance. However, consumer preference and spending patterns change rapidly and cannot be predicted with certainty. There can be no assurance that the Company will anticipate and respond to trends for beauty products effectively. Each new product launch, including those resulting from the Company's recently updated product development process, carries risks, as well as the possibility of unexpected consequences, including:

- the acceptance of the Company's new product launches by, and sales of such new products to, the Company's customers may not be as high as the Company anticipates;
- the Company's marketing, promotional, advertising and/or pricing strategies for its new products may be less effective than planned and may fail to effectively reach the targeted consumer base or engender the desired consumption of the Company's products by consumers;
- the rate of purchases by the Company's consumers may not be as high as the Company anticipates;
- the Company's wall displays to showcase its new products may fail to achieve their intended effects;
- the Company may experience out-of-stocks and/or product returns exceeding its expectations as a result of the Company's new product launches or space reconfigurations or as a result of reductions in retail display space by the Company's customers;
- the Company's net sales may also be impacted by inventory management by its customers or changes in pricing, marketing, advertising and/or promotional strategies by its customers;
- the Company may incur costs exceeding its expectations as a result of the continued development and launch of new products, including, for example, unanticipated levels of research and development costs, advertising, promotional and/or marketing expenses, sales return expenses or other costs related to launching new products;
- the Company may experience a decrease in sales of certain of the Company's existing products as a result of newly-launched products, the impact of which could be exacerbated by shelf space limitations and/or any shelf space loss. (See also Item 1A. Risk Factors - "Competition in the beauty industry could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.").
- the Company's product pricing strategies for new product launches may not be accepted by its customers and/or its consumers, which may result in the Company's sales being less than it anticipates;
- the Company may experience a decrease in sales of certain of the Company's products as a result of counterfeit products and/or products sold outside of their intended territories; and/or

- delays or difficulties impacting the Company's ability, or the ability of the Company's suppliers, to timely manufacture, distribute and ship products or raw materials, as the case may be, displays or display walls in connection with launching new products, such as due to inclement weather conditions or other delays or difficulties (such as those discussed under Item 1A. Risk Factors - "The Company depends on its Oxford, North Carolina facility for production of a substantial portion of its products. Disruptions at this facility and/or at other Company or third-party facilities at which the Company's products are manufactured could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows"), could have a material adverse effect on the Company's ability to ship and deliver products to meet its customers' reset deadlines.

Each of the risks referred to above could delay or impede the Company's ability to achieve its sales objectives, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company depends on a limited number of customers for a large portion of its net sales, and the loss of one or more of these customers could reduce the Company's net sales and have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Walmart and its affiliates worldwide accounted for approximately 15% of the Company's worldwide net sales in both 2019 and 2018. The Company expects that, for future periods, Walmart and a small number of other customers will, in the aggregate, continue to account for a large portion of the Company's net sales. The Company may be affected by changes in the policies and demands of its customers relating to service levels, inventory de-stocking, pricing, marketing, advertising and/or promotional strategies or limitations on access to wall display space. As is customary in the consumer products industry, none of the Company's customers is under any obligation to continue purchasing products from the Company in the future.

The loss of Walmart and/or one or more of the Company's other customers that account for a significant portion of the Company's net sales, or any significant decrease in sales to these customers, including as a result of consolidation among such customers, retail store closures in response to the growth in retail sales through e-commerce channels, inventory management by these customers, changes in pricing, marketing, advertising and/or promotional strategies by such customers or space reconfigurations by the Company's customers or any significant decrease in the Company's display space, could reduce the Company's net sales and/or operating income and therefore could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company may be unable to maintain or increase its sales through the Company's primary retailers, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

A decrease in consumer demand in the U.S. and/or internationally for beauty products, inventory management by the Company's customers, changes in pricing, marketing, advertising and/or promotional strategies by the Company's customers (such as the development and/or continued expansion of private label or their own store-owned brands), a reduction in display space by the Company's customers, store closures in the brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels and/or a change in consumers' purchasing habits, such as with respect to retailer preferences and/or sales channels, could result in decreased sales of the Company's products, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Competition in the beauty industry could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The beauty industry is highly competitive. The Company competes primarily by:

- developing quality products with innovative performance features, shades, finishes, components and packaging;
- educating consumers, retail customers and salon professionals about the benefits of the Company's products both on-line and in brick and mortar retail outlets;
- anticipating and responding to changing consumer, retail customer and salon professional demands in a timely manner, including as to the timing of new product introductions and line extensions;
- offering attractively priced products relative to the product benefits provided;
- maintaining favorable brand recognition;
- generating competitive margins and inventory turns for the Company's customers by providing relevant products and executing effective pricing, incentive and promotional programs and marketing and advertising campaigns, as well as social media and influencer marketing activities;

- ensuring product availability through effective planning and replenishment collaboration with the Company's customers;
- providing strong and effective advertising, promotion, marketing, social media, influencer and merchandising support;
- leveraging e-commerce, social media and mobile commerce initiatives and developing an effective omni-channel strategy to optimize the opportunity for consumers to interact with and purchase the Company's products both on-line and in brick and mortar retail outlets;
- maintaining an effective sales force and distribution network; and
- obtaining and retaining sufficient display space, optimal in-store positioning and effective presentation of the Company’s products on-shelf.

An increase in or change in the current level of competition that the Company faces could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

In addition to competing with expanding private label and store-owned brands, the Company competes against a number of multi-national manufacturers, some of which are larger and have substantially greater resources than the Company, and which may therefore have the ability to spend more aggressively than the Company on new business acquisitions, research and development activities, technological advances to evolve in their e-commerce capabilities and advertising, promotional, social media influencer and/or marketing activities and have more flexibility than the Company to respond to changing business and economic conditions.

Additionally, the Company's major customers periodically assess the allocation of display space among competitors and in the course of doing so could elect to reduce the display space allocated to the Company's products, if, for example, the Company's marketing, promotional, advertising and/or pricing strategies for its new and/or existing products are less effective than planned, fail to effectively reach the targeted consumer base, fail to engender the desired consumption of the Company's products by consumers and/or fail to sustain productive levels of consumption dollar share and/or the rate of purchases by the Company's consumers are not as high as the Company anticipates. Among the factors used by the Company’s major customers in assessing the allocation of display space is a brand’s share of the color cosmetics category. The Company's color cosmetics brands have experienced, over time, year-over-year declines in their share of the color cosmetics category in the U.S. and it is possible that the Company may continue to experience further share declines. Further declines in the Company's share for one or more of its principal brands, including with respect to the Company’s Almay brand, could, among other things, contribute to the additional loss of display space and/or decreased revenues. Any significant loss of display space could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company's Fragrances segment depends on various brand licenses and distribution arrangements for a significant portion of its sales, and the loss of one or more of these licenses or distribution arrangements could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company’s rights to market and sell certain of its prestige fragrance brands are derived from licenses and other distribution arrangements from unaffiliated third parties and such business is dependent upon the continuation and renewal of such licenses and distribution arrangements on terms favorable to the Company. Each license is for a specific term and may have optional renewal terms. In addition, such licenses and distribution arrangements may be subject to the Company satisfying required minimum royalty payments, minimum advertising and promotional expenditures and satisfying minimum sales requirements. In addition, under certain circumstances, lower net sales may shorten the duration of the applicable license agreement. The loss of one or more of these licenses or other significant distribution arrangements, renewal of one or more of these arrangements on less than favorable terms, the failure to renew one or more of these arrangements and/or difficulties in finding replacement brand licenses for terminated or expired licenses could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

The success of the Company's Fragrances segment depends, in part, on the demand for heritage and designer fragrance products. A decrease in demand for such products, or the loss or infringement of any intellectual property rights, could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company's Fragrances segment has license agreements to manufacture, market and distribute a number of heritage and designer fragrance products, including those of (i) **Juicy Couture**, **John Varvatos** and **AllSaints** in prestige fragrances; (ii) **Britney Spears**, **Christina Aguilera**, **Elizabeth Taylor**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and (iii) **Ed Hardy**, **Lucky Brand** and **Geoffrey Beene** in mass fragrances. In 2019, the Company's Fragrances segment derived approximately 60% of its net sales from heritage and designer fragrance brands. The demand for these products is, to some extent, dependent on the appeal to consumers of the particular designer or talent and the designer's or talent's reputation. The Company also cannot assure that the owners of the trademarks that it licenses can or will successfully maintain their intellectual property rights. If other parties infringe on the intellectual property rights that the Company licenses, the value of such brands in the marketplace may be diluted. To the extent that the heritage or designer fragrance category or a particular designer or talent ceases to be appealing to consumers or a designer's or talent's reputation is adversely affected, sales of the related products and the value of the impacted brands could decrease materially, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company's inability to acquire or license additional fragrance brands or secure additional distribution arrangements and arrangements could have an adverse effect on the Company's net sales and a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The success of the Fragrances segment depends in part upon the continued growth of its portfolio of owned, licensed and distributed brands, including expanding its geographic presence to take advantage of opportunities in developed and emerging regions. Efforts to increase sales of the Company's prestige fragrance portfolio and expand its geographic market presence depend upon a number of factors, including its ability to:

- develop its fragrance brand portfolio through branding, innovation and execution;
- identify and develop new and existing fragrance brands with the potential to become successful global brands;
- innovate and develop new fragrance products that are appealing to consumers;
- acquire or license additional fragrance brands or secure additional distribution arrangements and the Company's ability to obtain the required financing for these agreements and arrangements;
- expand the Company's geographic presence to take advantage of opportunities in developed and emerging regions;
- continue to expand the Company's distribution channels within existing geographies to increase trade presence, brand recognition and sales;
- expand the Company's trade presence through alternative distribution channels, such as through e-commerce channels;
- expand margins through sales growth, the development of higher margin products and overhead and supply chain integration and efficiency initiatives;
- effectively manage capital investments and working capital to improve the generation of cash flow; and
- execute any acquisitions quickly and efficiently and integrate new businesses successfully.

There can be no assurance that the Company can successfully achieve any or all of the above objectives in the manner or time period that it expects. Further, achieving these objectives will require investments, which may result in material short-term costs without generating any current net sales and the Company may not ultimately achieve its net sales objectives associated with such efforts. The future expansion of the Fragrances segment through acquisitions, new fragrance licenses, e-commerce initiatives or other new fragrance distribution arrangements, if any, will depend upon the ability to identify suitable brands to acquire, license or distribute and to obtain the required financing for these acquisitions, licenses or distribution arrangements or to launch or support the brands associated with these agreements or arrangements. The Company may not be able to identify, negotiate, finance or consummate such acquisitions, licenses or arrangements on terms acceptable to the Company, or at all. In addition, the Company may decide to divest or discontinue certain brands or streamline operations and may incur costs and charges in doing so. The inability to acquire or license additional fragrance brands or secure additional distribution arrangements for the Fragrances segment (such as optimizing its e-commerce sales opportunities) and obtain the required financing for these agreements and arrangements could have an adverse effect on the Company's net sales and a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The illegal distribution and sale by third parties of counterfeit versions of the Company’s products or the unauthorized diversion by third parties of the Company’s products could have an adverse effect on the Company’s net sales and a negative impact on the Company’s reputation and business.

Third parties may illegally distribute and sell counterfeit versions of the Company’s products. These counterfeit products may be inferior in terms of quality and other characteristics compared to the Company’s authentic products and/or the counterfeit products could pose safety risks that the Company’s authentic products would not otherwise present to consumers. Consumers could confuse counterfeit products with the Company’s authentic products, which could damage or diminish the image, reputation and/or value of the Company’s brands and cause consumers to refrain from purchasing the Company’s products in the future, which could adversely affect the Company’s net sales and have a negative impact on the Company’s reputation.

The Company sells a substantial portion of its professional products to professional salon distributors and/or wholesalers. Products sold to these customers are meant to be used exclusively by salons and individual salon professionals or are sold exclusively to the retail consumers of these salons. Despite the Company’s efforts to prevent diversion of such products from these customers, incidents have occurred and continue to occur whereby the Company’s products are sold to sales outlets other than the intended salons and salon professionals, such as to general merchandise retailers or unapproved outlets. In some instances, these diverted products may be old, damaged or otherwise adulterated, which could damage or diminish the image, reputation and/or value of the Company’s brands. In addition, such diversion may result in lower net sales of the Company’s products if consumers choose to purchase diverted products and/or choose to purchase products manufactured or sold by the Company’s competitors because of any perceived damage or diminishment to the image, reputation and/or value of the Company’s brands.

The Company believes that its trademarks, patents and other intellectual property rights are extremely important to the Company’s success and its competitive position. The Company devotes significant resources to registering and protecting its intellectual property rights and maintaining the positive image of its brands. The Company’s trademark and patent applications may fail to result in issued registrations or provide the scope of coverage sought. Unplanned increases in legal fees and other costs associated with enforcing and/or defending the Company’s trademarks, patents and/or other intellectual property rights could result in higher than expected operating expenses. The Company has been unable to eliminate, and may in the future be unable to eliminate, all counterfeiting activities, unauthorized product diversion and infringement of its trademarks, patents and/or other intellectual property, any of which could adversely affect the Company’s net sales and have a negative impact on the Company’s reputation.

The Company's success depends, in part, on the quality, efficacy and safety of its products.

The Company's success depends, in part, on the quality, efficacy and safety of its products. If the Company's products are found or alleged to be defective or unsafe, or if they fail to meet customer or consumer standards, the Company's relationships with its customers or consumers could suffer, the appeal of one or more of the Company's brands could be diminished and the Company could lose sales and/or become subject to liability claims, any of which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company’s success largely depends upon its ability to attract, hire and retain its senior management team, other key employees and a highly skilled and diverse workforce, as well as effectively implement succession planning for its senior management team, and, as such, the Company’s inability to do so could adversely affect the Company’s business, prospects, results of operations, financial condition and/or cash flows.

Continuing to execute the Company's business initiatives largely depends on the Company’s ability to attract, hire and retain its senior management team, other key employees and a highly skilled and diverse workforce, as well as effectively implement succession planning for its senior management team. Unexpected levels of employee turnover or the Company’s failure to maintain an adequate succession plan to effectively transition current management leadership positions and/or the Company’s failure to attract, hire and retain its senior management team, other key employees and a highly skilled and diverse workforce could adversely affect the Company’s institutional knowledge base and/or competitive advantage. If the Company is unable to attract, hire and/or retain talented and highly qualified senior management, other key employees and/or a highly skilled and diverse workforce, or if the Company is unable to effectively provide for the succession of its senior management team, it could adversely affect the Company’s business, prospects, results of operations, financial condition and/or cash flows.

The Company's foreign operations are subject to a variety of social, political and economic risks and have been, and are expected to continue to be, affected by foreign currency exchange fluctuations, foreign currency controls, government-mandated pricing controls, duties, tariffs and/or other trade measures, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows and the value of its foreign assets.

As of December 31, 2019, the Company had operations based in 25 foreign countries and its products were sold in approximately 150 countries. The Company is exposed to risks associated with social, political and economic conditions, including inflation, inherent in operating in foreign countries, including those in Asia (such as China and Hong Kong, which has been impacted by ongoing political unrest in that region), Australia, Canada, Eastern Europe (such as Russia), Mexico, South Africa and South America (such as Argentina), which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows. Such risks include hyperinflation, foreign currency devaluation, tariffs, foreign currency controls, government-mandated pricing controls, currency remittance restrictions, changes in tax laws, changes in consumer purchasing habits (including as to retailer preferences), as well as, to a lesser extent, changes in U.S. laws and regulations relating to foreign trade and investment.

The U.S. and the other countries in which the Company's products are manufactured or sold have imposed and may impose additional duties, tariffs and other retaliatory or trade protection measures, or other restrictions or regulations, or may adversely adjust prevailing quota, duty or tariff levels, which can affect the cost and availability of materials that the Company uses to manufacture and package its products and the sale of finished products. For example, the E.U. has imposed tariffs on certain beauty products imported from the U.S., which would impact the sale in the E.U. of certain of the Company's more prestige products that are manufactured in the U.S. Similarly, the tariffs imposed by the U.S. on goods and materials from China would impact any materials that the Company imports from that region for use in manufacturing or packaging in the U.S. Measures that the Company could be required to take to reduce the impact of tariff increases or trade restrictions, including shifts of production among countries and manufacturers, geographical diversification of the Company's sources of supply, adjustments in product or packaging design and fabrication, or increased prices, could increase the Company's costs and delay the Company's time to bring its products to shelf. Other governmental actions related to tariffs or international trade agreements have the potential to adversely impact demand for the Company's products, production costs, retail customers and suppliers. These risks, which could increase the Company's costs and reduce the Company's net sales and profitability, could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

These risks and limitations could also affect the ability of the Company's foreign subsidiaries to obtain sufficient capital to conduct their operations in the ordinary course of business. Limitations and the difficulties that certain of the Company's foreign subsidiaries may experience on the free flow of funds to and from these foreign subsidiaries could restrict the Company's ability to respond timely to challenging business conditions or changes in operations, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company's net sales outside of the U.S. for each of 2019 and 2018 represented approximately 53% and 52% of the Company's total consolidated net sales, respectively. Fluctuations in foreign currency exchange rates negatively affected the Company's results of operations and the value of the Company's foreign net assets in 2019 and they may adversely affect the Company's results of operations and the value of the Company's foreign net assets in future periods, which in turn could cause a material adverse effect on the Company's reported net sales and earnings and the comparability of period-to-period results of operations.

Products Corporation may, from time to time, enter into foreign currency forward exchange contracts to hedge certain net cash flows denominated in foreign currencies. The foreign currency forward exchange contracts may, from time to time, be entered into primarily for the purpose of hedging anticipated inventory purchases and certain intercompany payments denominated in foreign currencies and generally have maturities of less than one year. At December 31, 2019, the notional amount of Products Corporation's foreign currency forward exchange contracts was nil. These foreign currency forward exchange contracts may not adequately protect the Company against the negative effects of foreign currency fluctuations, which could adversely affect the Company's overall liquidity.

Economic conditions could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows and/or on the financial condition of its customers and suppliers.

Economic conditions in the U.S. and/or other countries where the Company operates have in the past contributed, and may in the future contribute, to lower consumer spending and/or reduced credit availability. Such economic conditions have impacted, and could in the future impact, business and consumer confidence, especially in relation to discretionary purchases. These conditions could have an impact on customer and/or consumer purchases of the Company's products, which could result in a reduction of the Company's net sales, operating income and/or cash flows. Additionally, disruptions in the credit and other financial markets and economic conditions could, among other things, impair the financial condition of one or more of the Company's customers or suppliers, thereby increasing the risk of customer bad debts or non-performance by suppliers. These conditions could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The U.K.’s ongoing withdrawal process from the European Union may have a negative effect on global economic conditions, financial markets and on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company is a multinational company with worldwide operations, including material business operations in Europe. In June 2016, a majority of voters in the U.K. elected to withdraw from the European Union in a national referendum. In March 2017, the U.K. government invoked Article 50 of the Treaty on the European Union and the U.K. exited the European Union on January 31, 2020. The "Brexit" process has created significant ongoing uncertainty about the future relationship between the U.K. and the European Union and has given rise to calls for the governments of other European Union member states to consider withdrawal from the European Union. These developments, or the perception that any of them could occur, have had and may continue to have a material adverse effect on global economic conditions and the stability of global financial markets and could significantly reduce global market liquidity and restrict the ability of key market participants to operate in certain financial markets. Asset valuations, currency exchange rates and credit ratings may be especially subject to increased market volatility. Lack of clarity about future U.K. laws and regulations as the U.K. determines which European Union laws to replace or replicate as the withdrawal process proceeds, including financial laws and regulations, tax and free trade agreements, intellectual property rights, supply chain logistics, environmental, health and safety laws and regulations, immigration laws and employment laws, could decrease foreign direct investment in the U.K., increase costs, depress economic activity, restrict the Company’s access to capital and make regulatory compliance and the distribution, sourcing, manufacturing and sales and marketing of the Company’s products more difficult or costly. If the U.K. and the European Union are unable to negotiate acceptable withdrawal terms or if other European Union member states pursue withdrawal, barrier-free access between the U.K. and other European Union member states or among the European economic area overall could be diminished or eliminated. Similar adverse consequences could occur if regions such as Catalonia, where the Company's Spain businesses are headquartered, eventually succeed in withdrawing from their parent country. Approximately 4% of the Company's net sales are in the U.K. and approximately 16% of the Company's net sales are in the remainder of the European Union. Any of these factors could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

Terrorist attacks, acts of war or military actions and/or other civil unrest may adversely affect the territories in which the Company operates and the Company's business, prospects, results of operations, financial condition and/or cash flows.

On September 11, 2001, the U.S. was the target of terrorist attacks of unprecedented scope. These attacks contributed to major instability in the U.S. and other financial markets and reduced consumer confidence. These terrorist attacks, as well as subsequent terrorist attacks (such as those that have occurred in Berlin, Germany; Nice, France; Orlando, Florida; Istanbul, Turkey; Brussels, Belgium; Paris, France; Benghazi, Libya; Madrid, Spain; London, England and most recently the attack on the U.S. embassy in Baghdad, Iraq and the U.S.'s military response to such attack), attempted terrorist attacks, military responses to terrorist attacks, other military actions and/or civil unrest, such as that occurring in France, the Ukraine, Venezuela, Turkey, Syria, Iraq and surrounding areas and, most recently in Hong Kong, may adversely affect prevailing economic conditions, resulting in work stoppages, reduced consumer spending and/or reduced demand for the Company's products. These developments subject the Company's worldwide operations to increased risks and, depending on their magnitude, could reduce the Company's net sales and therefore could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Declines in the financial markets may result in increased pension expense and increased cash contributions to the Company's pension plans.

Declines in the U.S. and global financial markets could result in significant declines in the Company's pension plan assets and result in increased pension expense and cash contributions to the Company's pension plans. Interest rate levels will affect the discount rate used to value the Company's year-end pension benefit obligations. One or more of these factors, individually or taken together, could impact future required cash contributions to the Company's pension plans and pension expense. Any one or more of these conditions could reduce the Company's available liquidity, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Extreme weather conditions and natural disasters could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Extreme weather conditions that impact the retail store locations of the Company’s customers, or the locations of the Company’s manufacturing facilities, distribution centers, overseas offices, third-party suppliers and/or other vendors, such as the recent fire disasters in Australia and California, could disrupt the supply and shipment of the Company’s products to consumers, which could have a material adverse effect on the Company's sales, business, prospects, results of operations, financial condition and/or cash flows. For the year ended December 31, 2019, the Company’s operations in Australia represented approximately 4% of the Company’s total net sales. Moreover, natural disasters, such as hurricanes, tsunamis and the recent earthquakes impacting Puerto Rico, whether occurring in the U.S. or abroad, and their related consequences and effects, including energy shortages and public health issues, could result in economic instability and/or disruptions to the Company’s operations and/or the operations of the Company’s retail customers, distributors, third-party-suppliers and other vendors, which could have a material adverse effect on the Company's sales, business, prospects, results of operations, financial condition and/or cash flows.

The ongoing occurrence of the coronavirus and any possible recurrence of other similar types of pandemics, or any other widespread public health problems, could result in decreased sales of the Company's products, which could have a material adverse effect on the Company's business, results of operations, financial condition and/or cash flows.

While the impact on the Company’s business from the recent outbreak of the coronavirus is unknown at this time and difficult to predict, various aspects of the Company’s business could be adversely affected by the outbreak and the possible recurrence of other similar pandemic public health problems. In early 2020, China began reporting on the spread of the coronavirus and thousands of cases of the disease have since been identified throughout the rest of Asia, as well as in Europe, the U.S., Latin America and other regions that are important to the Company’s business in terms of sales, manufacturing and other aspects of its supply chain. While there are many unknowns as to the duration and severity of the coronavirus outbreak, in 2020 there has been a significant decline in air travel and consumer traffic in key shopping and tourist areas around the globe, which may adversely affect the Company’s travel retail business, among others.

Any prolonged outbreak of the coronavirus could result in the imposition of quarantines or closures of retailer locations, office spaces, manufacturing facilities, travel and transportation restrictions and/or import and export restrictions, any of which could contribute to a general slowdown in the global economy.

Any extended pandemic outbreak, such as is occurring with the coronavirus, could cause the Company’s key third party suppliers or the Company itself to temporarily close one or more manufacturing facilities, which could lead to a shortage of raw materials, components and finished products. Also, if one or more of the Company’s key customers were required to close for an extended period, the Company might not be able to ship products to them and consumers may decrease their level of purchasing activity, which would adversely impact the Company’s net sales. In addition, governmental authorities may recommend or impose other measures that could cause significant disruptions to the Company’s business operations in the regions most impacted by the coronavirus, such as in Asia and Travel Retail globally. Any of the foregoing events or other unforeseen consequences of public health problems could materially adversely affect the Company’s business, results of operations, financial condition and/or cash flows.

The Company's products are subject to federal, state and international regulations that could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company’s business is subject to numerous laws, regulations and trade policies. The Company is subject to regulation by the FTC and the FDA in the U.S., as well as various other federal, state, local and foreign regulatory authorities, including those in the EU, Canada and other countries in which the Company operates. The Company's Oxford, North Carolina manufacturing facility is registered with the FDA as a drug manufacturing establishment, permitting the manufacture of cosmetics and other beauty-care products that contain over-the-counter drug ingredients, such as sunscreens, anti-perspirant deodorants and anti-dandruff hair-care products. Regulations in the U.S., the EU, Canada and other countries in which the Company operates that are designed to protect consumers or the environment have an increasing influence on the Company's product claims, ingredients and packaging. To the extent federal, state, local and/or foreign regulatory changes occur in the future, whether due to changes in applicable laws or regulations or evolving interpretations and enforcement policies by regulatory authorities, they could require the Company to reformulate or discontinue certain of its products or revise its product packaging or labeling, any of which could result in, among other things, increased costs to the Company, delays in product launches, product returns or recalls and lower net sales, and therefore could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Any violation of the U.S. Foreign Corrupt Practices Act or other similar foreign anti-corruption laws could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

A significant portion of the Company’s revenue is derived from operations outside the U.S. and the Company has significant facilities outside the U.S., which exposes the Company to complex foreign and U.S. regulations inherent in conducting international business transactions. The Company is subject to compliance with the U.S. Foreign Corrupt Practices Act ("FCPA") and other similar foreign anti-corruption laws, which generally prohibit companies and their intermediaries from making improper payments to foreign government officials for the purpose of obtaining or retaining business and other types of improper payments. While the Company’s employees and agents are required to comply with these laws and the Company has developed policies and procedures to facilitate compliance with such laws, there is no assurance that the Company’s policies and procedures will prevent all violations of these laws, despite the Company’s long-standing commitment to conducting its business and achieving its objectives by maintaining the highest level of ethical standards and legal compliance. The SEC and the U.S. Department of Justice, and their foreign counterparts, have continued to increase their enforcement activities with respect to the FCPA and similar foreign anti-corruption laws and any violation of these laws or allegations of such may result in severe criminal and civil sanctions, as well as other substantial costs and penalties, any of which could have a material adverse effect the Company’s business, prospects, results of operations, financial condition and/or cash flows.

Disruptions to the Company's information technology systems could disrupt the Company's business operations which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The operation of the Company's business depends on the Company's information technology systems. The Company relies on its information technology systems to effectively manage, among other things, the Company's business data, communications, supply chain, inventory management, customer order entry and order fulfillment, processing transactions, summarizing and reporting results of operations, human resources benefits and payroll management, compliance with regulatory, legal and tax requirements and other processes and data necessary to manage the Company's business. Disruptions to the Company's information technology systems, including any disruptions to the Company's current systems and/or as a result of transitioning to additional or replacement information technology systems, as the case may be, could disrupt the Company's business and could result in, among other things, transaction errors, processing inefficiencies, loss of data and the loss of sales and customers, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows. In addition, the Company's information technology systems may be vulnerable to damage or interruption from circumstances beyond the Company's control, including, without limitation, fire, natural disasters, power outages, systems disruptions, system conversions, security breaches, cyberattacks, phishing attacks, viruses and/or human error. In any such event, the Company could be required to make a significant investment to fix or replace its information technology systems, and the Company could experience interruptions in its ability to service its customers. Any such damage or interruption could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

In addition, as part of the Company's normal business activities, the Company collects and stores certain confidential information, including personal information with respect to customers, consumers and employees, as well as information related to intellectual property, and the success of its e-commerce operations depends on the secure transmission of confidential and personal data over public networks, including the use of cashless payments. The Company may share some of this information with vendors who assist the Company with certain aspects of its business. Moreover, the success of the Company’s e-commerce operations depends upon the secure transmission of confidential and personal data over public networks, including the use of cashless payments. Any failure on the part of the Company or its vendors to maintain the security of this confidential data and personal information, including via the penetration of the Company’s network security (or those if its vendors) and the misappropriation of confidential and personal information, could result in business disruption, damage to the Company’s reputation, financial obligations to third parties, fines, penalties, regulatory proceedings and private litigation, any or all of which could result in the Company incurring potentially substantial costs. Such events could also result in the deterioration of confidence in the Company by employees, consumers and customers and cause other competitive disadvantages. In addition, a security or data privacy breach could require the Company to expend significant additional resources to enhance its information security systems and could result in a disruption to the Company’s operations. Furthermore, third parties, such as the Company’s suppliers and retail customers, may also rely on information technology and be subject to such cybersecurity breaches. These breaches may negatively impact their businesses, which could in turn disrupt the Company’s supply chain and/or the Company’s business operations. Due to the potential significant costs, business disruption and reputational damage that typically accompany a cyberattack or cybersecurity breach, any such event could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company’s information technology systems, or those of its third-party service providers, may be accessed by unauthorized users such as cyber criminals as a result of a disruption, cyberattack or other security breach. Cyberattacks and other cybersecurity incidents are occurring more frequently, are constantly evolving in nature, are becoming more sophisticated and are being made by groups and individuals with a wide range of expertise and motives. Such cyberattacks and cyber incidents can take many forms, including cyber extortion, social engineering, password theft or introduction of viruses or malware, such as ransomware through phishing emails. As techniques used by cyber criminals change frequently, a disruption, cyberattack or other security breach of the Company’s information technology systems or infrastructure, or those of its third-party service providers, may go undetected for an extended period and could result in the theft, transfer, unauthorized access to, disclosure, modification, misuse, loss or destruction of Company, employee, representative, customer, vendor, consumer and/or other third-party data, including sensitive or confidential data, personal information and/or intellectual property. The Company cannot guarantee that its security efforts will prevent breaches or breakdowns of the Company’s or its third-party service providers’ information technology systems. In addition, like most major corporations, the Company's information systems are a target of cyberattacks and although the incidents that the Company has experienced to date have not had a material effect, if the Company suffers a material loss or disclosure of confidential information as a result of a breach of its information technology systems, including those of its third-party service providers, the Company may suffer reputational, competitive and/or business harm, incur significant costs and be subject to government investigations, litigation, fines and/or damages, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Further, the Company is subject to an evolving body of federal, state and non-U.S. laws, rules, regulations, guidelines and principles regarding data privacy and security. Several governments, including the E.U., have regulations dealing with the collection and use of personal information obtained from their citizens, and regulators globally are also imposing greater monetary fines for privacy violations. As of May 2018, the European privacy regulation General Data Protection Regulation (“GDPR”) went into effect, strengthening and expanding the rules pertaining to how organizations are required to handle the personal data of individuals located in the EU at the time the data is collected. GDPR establishes new requirements regarding the handling of personal data, and non-compliance with the GDPR may result in monetary penalties of up to 4% of the Company’s worldwide revenue. In addition, the State of California recently enacted a data privacy law applicable to entities serving or employing California residents (the “CCPA”) that will require compliance by January 2020. The GDPR, the CCPA and other changes in federal, state and foreign laws, rules or regulations associated with the enhanced protection of certain types of sensitive data and other personal information, require the Company to evaluate its current operations, information technology systems and data handling practices and to implement enhancements and adaptations where necessary to comply with these new laws, rules and regulations, which could greatly increase the Company’s operational costs or require the Company to adapt certain operations or activities to comply with the stricter regulatory requirements. The Company's inability to comply with such laws, rules, regulations, guidelines and principles or to quickly adapt the Company's practices to reflect them as they develop, could potentially subject the Company to significant fines, damages, liabilities and reputational harm, which could have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows.

The Company previously identified a material weakness in its internal control over financial reporting, which has now been remediated. Any failure to maintain effective internal control over financial reporting could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

The Company previously disclosed in its Annual Report on Form 10-K for the year ended December 31, 2018, a material weakness in its internal control over financial reporting primarily related to control deficiencies within various aspects of its control environment. As a result of these control deficiencies, the Company concluded that its internal control over financial reporting was not effective for the fiscal year ended December 31, 2018. During 2019, the Company completed a series of actions and measures that effectively remediated the previously-disclosed material weakness and concluded that as of December 31, 2019 its internal control over financial reporting was effective. See Item 9A. – "Controls and Procedures" of this 2019 Form 10-K. The Company cannot provide assurances that material weaknesses or significant deficiencies will not occur in the future and that it will be able to remediate such weaknesses or deficiencies in a timely manner, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

Furthermore, if the remediated material weakness recurs in the future or a new material weakness occurs, it could negatively impact the Company's ability to prepare its future financial statements in conformity with U.S. GAAP. If the Company were unable to prepare its future financial statements in conformity with U.S. GAAP, such circumstances would expose the Company to potential events of default (if not cured or waived) under the financial and operating covenants contained in Products Corporation's various debt instruments and cause the Company to seek any necessary consents, waivers or amendments from its lenders. Under such circumstances, Products Corporation faces the risk that it may not be able to obtain any such consents, waivers or amendments, that the terms of any such consents, waivers or amendments will be less favorable than the current terms of its indebtedness and/or Products Corporation may not be able to refinance its existing indebtedness to enable it to repay that indebtedness when it becomes due. See also Item 1A. Risk Factors - "Products Corporation's substantial indebtedness could adversely affect the Company's operations and flexibility and Products Corporation's ability to service its debt," "Products Corporation's ability to pay the principal amount of its indebtedness depends on many factors" and "Restrictions and covenants in Products Corporation's various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply." Also, if the Company is unable to prepare its future financial statements in conformity with U.S. GAAP, it could result in damage to the Company's reputation, financial obligations to third parties, regulatory proceedings and private litigation, any or all of which could result in additional business disruptions and the Company incurring potentially substantial costs.

The Company may not realize the cost reductions and other benefits that it expects from its various restructuring programs that may be in effect from time to time, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.

From time to time, the Company implements restructuring program, such as the Revlon 2020 Restructuring Program (such programs as may be in effect from time to time being referred to as "Restructuring Programs") that are generally designed to streamline the Company's operations, reporting structures and business processes, with the objective of maximizing productivity and improving profitability, cash flows and liquidity. Events and circumstances may occur that are beyond the Company's control, such as delays caused by third parties and unexpected costs, that could result in the Company not realizing all of the anticipated cost reductions and benefits or the Company not realizing the cost reductions or other benefits on its expected timetable. In addition, changes in foreign exchange rates, commodity costs and/or in tax, labor or other laws may result in the Company not achieving the anticipated cost reductions and benefits, as measured in U.S. dollars. If the Company is unable to realize the Restructuring Programs' cost reduction objectives and other benefits, the Company's ability to fund other initiatives and enhance its profitability may be adversely affected. In addition, some of the actions that the Company is taking in furtherance of the Restructuring Programs may become a distraction for the Company's managers and employees and may disrupt the Company's ongoing business operations; cause deterioration in employee morale which may make it more difficult for the Company to retain or attract qualified employees; disrupt or weaken the Company's internal control structures; and/or give rise to negative publicity which could affect the Company's business reputation. If the Company is unable to successfully implement the Restructuring Programs, in whole or in part, in accordance with the Company's expectations, it could adversely affect its business, prospects, results of operations, financial condition and/or cash flows. For additional information regarding the 2018 Optimization Program, refer to Part II, Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations - Restructuring charges and other, net." For additional information regarding the Revlon 2020 Restructuring Program, see Part II, Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations – Recent Developments - Revlon 2020 Restructuring Program."

Shares of Revlon Class A Common Stock and Products Corporation's capital stock are pledged to secure various of Revlon's and/or other of the Company's affiliates' obligations and foreclosure upon these shares or dispositions of shares could result in the acceleration of debt under Products Corporation's 2016 Senior Credit Facilities, 2018 Foreign Asset-Based Term Facility, 2019 Term Loan Facility, Amended 2019 Senior Line of Credit Facility and/or its Senior Notes and could have other consequences.

All of Products Corporation's shares of common stock are pledged to secure Revlon's guarantee under the 2016 Senior Credit Facilities. MacAndrews & Forbes has advised the Company that it has pledged shares of Revlon's Class A Common Stock to secure certain obligations of MacAndrews & Forbes. Additional shares of Revlon and shares of common stock of intermediate holding companies between Revlon and MacAndrews & Forbes may from time-to-time be pledged to secure obligations of MacAndrews & Forbes. A default under any of these obligations that are secured by the pledged shares could cause a foreclosure with respect to such shares of Revlon's Class A Common Stock, Products Corporation's common stock or stock of intermediate holding companies between Revlon and MacAndrews & Forbes.

A foreclosure upon any such shares of common stock or dispositions of shares of Revlon's Class A Common Stock, Products Corporation's common stock or stock of intermediate holding companies between Revlon and MacAndrews & Forbes that are beneficially owned by MacAndrews & Forbes could, in a sufficient amount, constitute a "change of control" under Products Corporation's 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Facility and the Senior Notes Indentures. A change of control constitutes an event of default under the 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement and the 2019 Term Loan Facility that would permit Products Corporation's and its subsidiaries' lenders to accelerate amounts outstanding under such facilities. In addition, holders of the Senior Notes may require Products Corporation to repurchase their respective notes under those circumstances.

Products Corporation may not have sufficient funds at the time of any such change of control to repay in full or in part the borrowings under the 2016 Senior Credit Facilities, the 2018 Foreign Asset-Based Term Facility, the 2019 Term Loan Facility and the Amended 2019 Senior Line of Credit Facility (as a result of its cross-default provisions) and/or to repurchase or redeem some or all of the Senior Notes. (See also Item 1A. Risk Factors - "The Company's ability to service its debt and meet its cash requirements depends on many factors, including achieving anticipated levels of revenue and expenses. If such revenue or expense levels prove to be other than as anticipated, the Company may be unable to meet its cash requirements or Products Corporation may be unable to meet the requirements of the 2016 Credit Agreements, 2018 Foreign Asset-Based Term Loan Agreement, 2019 Term Loan Agreement and/or Amended 2019 Senior Line of Credit Agreement, which could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows.")

Changes in tax laws or the examination of the Company's tax positions could increase (or decrease) the Company's tax obligations and effective tax rate, which could materially and adversely affect the Company's financial condition, results of operations and/or cash flows.

Tax laws in the various jurisdictions where the Company conducts business are dynamic and subject to change as new laws are passed and new interpretations of existing law are issued or applied (possibly with a retroactive effect). The Company is subject to taxes in the U.S. and numerous international jurisdictions. The Company records tax expense based on current tax payments and its estimates of future tax payments, which include reserves for estimates of probable settlements of international and domestic tax audits. At any one time, many tax years are subject to audit by various taxing jurisdictions. The results of these audits and negotiations with taxing authorities may affect the ultimate settlement of these issues. As a result, the Company expects that throughout the year there could be ongoing variability in its quarterly tax rates as taxable events occur and exposures are re-evaluated. Further, the Company's effective tax rate in a given financial statement period may be materially impacted by changes in tax laws, changes in the mix and level of earnings by taxing jurisdiction, changes to existing accounting rules or regulations or changes to the Company's ownership or capital structures. Fluctuations in the Company's tax obligations and effective tax rate could materially adversely affect its financial condition, results of operations and/or cash flows.

Uncertainties in the interpretation and application of the U.S. income tax provisions could have a material impact on the Company's financial condition, results of operations and/or cash flows.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation commonly referred to as the Tax Cuts and Jobs Act of 2017 (the "Tax Act"). The Tax Act made broad changes to the U.S. federal income tax code, including reducing the federal corporate income tax rate from 35% to 21%, imposing limitations on the Company's ability to deduct interest expense for tax purposes and reducing U.S. tax on qualified dividends received from non-U.S. subsidiaries, amongst many other complex provisions. The ultimate impact of such tax reforms may differ from the Company's current estimates due to changes in interpretations and assumptions made by the Company from the issuance of further regulations or guidance. As additional regulatory and interpretative guidance is issued, the Company may refine its analysis and make adjustments that differ from amounts initially recorded. Various uncertainties also exist in terms of how U.S. states and any foreign countries within which the Company operates will react to these U.S. federal income tax reforms. Any such developments could have a material impact on the Company's financial condition, results of operations and/or cash flows.

MacAndrews & Forbes has the power to direct and control the Company's business.

MacAndrews & Forbes is beneficially owned by Ronald O. Perelman. Mr. Perelman, through MacAndrews & Forbes, beneficially owned approximately 87.1% of Revlon's outstanding Class A Common Stock on December 31, 2019. As a result, MacAndrews & Forbes is able to control the election of the entire Board of Directors of Revlon and of Products Corporation's Board of Directors (as it is a wholly owned subsidiary of Revlon) and controls the vote on all matters submitted to a vote of Revlon’s and Products Corporation's stockholders, including the approval of mergers, consolidations, sales of some, substantially all or all of the Company's assets, issuances of capital stock and similar transactions.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

The following table sets forth, as of December 31, 2019, the Company's major manufacturing, research and development and warehouse/distribution facilities by the segment that each facility primarily operates in, all of which are owned by the Company, except where otherwise noted.

Location	Segment(s)	Use	Approximate Floor Space Sq. Ft.
Oxford, North Carolina	Revlon, Portfolio, Elizabeth Arden, Fragrances	Manufacturing, warehousing, distribution and office [a]	1,012,000
Jacksonville, Florida	Revlon, Portfolio	Manufacturing, warehousing, distribution and office [a] [b]	731,000
Salem, Virginia	Elizabeth Arden	Warehousing and distribution (leased)	482,000
Roanoke, Virginia	Elizabeth Arden	Warehousing and distribution (leased)	399,000
Mississauga, Canada	Revlon	Warehousing, distribution and office (leased)	195,000
Tarragona, Spain	Portfolio, Elizabeth Arden, Fragrances	Manufacturing, warehousing, distribution and office	175,000
Bologna, Italy	Revlon, Portfolio	Manufacturing, warehousing, distribution and office	137,000
Queretaro, Mexico	Portfolio, Elizabeth Arden	Manufacturing, warehousing, distribution and office	128,000
Canberra, Australia	Revlon	Warehousing and distribution	125,000
Edison, New Jersey	Revlon, Portfolio, Elizabeth Arden	Research and development and office (leased)	124,000
Rietfontein, South Africa	Revlon	Warehousing, distribution and office (leased)	118,000
Isando, South Africa	Revlon	Manufacturing, warehousing, distribution and office	94,000
Stone, United Kingdom	Revlon	Warehousing and distribution (leased)	92,000

(a) Property subject to liens under the 2016 Credit Agreements.
(b) Owned: 512,000 Sq. Ft.; Leased: 219,000 Sq. Ft.

In addition to the facilities described above, the Company owns and leases additional facilities in various areas throughout the world, including the lease of the Company's offices in New York, New York (approximately 153,000 square feet) and the office lease in Cornella, Spain (approximately 89,000 square feet). Management considers the Company's facilities to be well-maintained and satisfactory for the Company's operations, and believes that the Company's facilities and third-party contractual supplier arrangements provide sufficient capacity for its current and expected production requirements.

Item 3. Legal Proceedings

The Company is involved in various routine legal proceedings incidental to the ordinary course of its business. The Company believes that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on the Company’s business, prospects, results of operations, financial condition and/or cash flows. However, in light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company’s operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company’s income for that particular period.

Item 4. Mine and Safety Disclosures

Not applicable.

PART II - OTHER INFORMATION

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Revlon’s only class of capital stock outstanding at December 31, 2019 is its Class A Common Stock. MacAndrews & Forbes, which is beneficially owned by Ronald O. Perelman, at December 31, 2019 beneficially owned 46,223,321 shares of Revlon’s Class A Common Stock, with a par value of $0.01 per share (the "Class A Common Stock"). Revlon's only class of capital stock outstanding at December 31, 2019 was its Class A Common Stock. As a result, at December 31, 2019, Mr. Perelman, indirectly through MacAndrews & Forbes, beneficially owned approximately 87.1% of the issued and outstanding shares of Revlon's Class A Common Stock, which represented approximately 87.1% of the voting power of Revlon’s capital stock. The remaining 6,846,511 shares of Class A Common Stock that were issued and outstanding at December 31, 2019 were owned by the public.

Revlon's Class A Common Stock is listed on the New York Stock Exchange (the "NYSE") and traded under the symbol "REV" principally in the U.S. on the FINRA Alternative Display Facility, the NYSE, the EDGX Exchange and the NASDAQ Intermarket Trading System, among others. At December 31, 2019, there were approximately 266 holders of record of Class A Common Stock (which does not include the number of beneficial owners holding indirectly through a broker, bank or other nominee). No cash dividends were declared or paid during 2019 and 2018 by Revlon on its Class A Common Stock. The terms of the 2016 Credit Agreements, the 2019 Term Loan Agreement and the Senior Notes Indentures currently restrict Products Corporation’s ability to pay dividends or make distributions to Revlon, except in limited circumstances, which, in turn, limits Revlon's ability to pay dividends to its stockholders. See "Financial Condition, Liquidity and Capital Resources — Long-Term Debt Instruments" and Note 9, "Debt," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K.

For information on securities authorized for issuance under the Company’s equity compensation plans, see "Item 12 - Security Ownership of Certain Beneficial Owners and Related Stockholder Matters."

Item 6. Selected Financial Data

Not applicable, as a smaller reporting company.

Item 7. Combined Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Overview of the Business

Revlon, Inc. ("Revlon" and together with its subsidiaries, the "Company") conducts its business exclusively through its direct wholly-owned operating subsidiary, Revlon Consumer Products Corporation ("Products Corporation"), and its subsidiaries. Revlon is an indirect majority-owned subsidiary of MacAndrews & Forbes Incorporated (together with certain of its affiliates other than the Company, "MacAndrews & Forbes"), a corporation beneficially owned by Ronald O. Perelman.

The Company operates in four brand-centric reporting segments that are aligned with its organizational structure based on four global brand teams: Revlon; Elizabeth Arden; Portfolio; and Fragrances. The Company manufactures, markets and sells an extensive array of beauty and personal care products worldwide, including color cosmetics; fragrances; skin care; hair color, hair care and hair treatments; beauty tools; men's grooming products; anti-perspirant deodorants; and other beauty care products.

The Company remains focused on its 3 key strategic pillars to drive its future success and growth. First, strengthening its iconic brands through innovation and relevant product portfolios; second, building its capabilities to better communicate and connect with its consumers through media channels where they spend the most time; and third, ensuring availability of its products where consumers shop, both in-store and increasingly online.

For additional information regarding the Company's business, see "Part 1, Item 1 - Business" in this 2019 Form 10-K.

Certain capitalized terms used in this 2019 Form 10-K are defined throughout this Item 7.

Overview of Net Sales and Earnings Results

Consolidated net sales in 2019 were $2,419.6 million, a $144.9 million decrease, or 5.7%, compared to $2,564.5 million in 2018. Excluding the $55.7 million unfavorable impact of foreign currency fluctuations (referred herein as "FX", "XFX" or on an "XFX basis"), consolidated net sales decreased by $89.2 million, or 3.5%, during 2019. The XFX net sales decrease in 2019 was primarily due to: a $62.8 million, or 11.1%, decrease in Portfolio segment net sales, a $52.1 million, or 10.2%, decrease in Fragrances segment net sales and a $17.5 million, or 1.8%, decrease in Revlon segment net sales; partially offset by a $43.2 million, or 8.8%, increase in Elizabeth Arden segment net sales.

Consolidated loss from continuing operations, net of taxes, in 2019 was $165.2 million, compared to consolidated loss from continuing operations, net of taxes, of $294.1 million in 2018. The $128.9 million decrease in consolidated loss from continuing operations, net of taxes, in 2019 was primarily due to:

- $143.9 million of lower SG&A expenses, primarily driven by lower brand support expenses as a result of planned lower activity in 2019 and lower general and administrative expenses, primarily driven by cost reductions related to the Company's cost optimization initiatives and lower incentive compensation;
- a $46.7 million increase in gain on divested assets related to the gain of $27.4 million recorded in 2019 on the sale of certain assets, compared to a loss on disposal of minority investment of $20.1 million recorded in 2018;
- an $18.0 million decrease in non-cash impairment charges related to the goodwill impairment of the Company's Mass portfolio reporting unit within the Portfolio segment recorded in 2018, compared to no goodwill impairment in 2019;
- $10.0 million of lower acquisition, integration, and divestiture costs;
- a $7.4 million decrease in restructuring charges primarily related to lower expenditures under the 2018 Optimization Program in 2019 compared to 2018; and
- a $2.0 million decrease in the provision from income taxes, primarily due to a decrease in foreign valuation allowances recorded in 2019, offset by additional tax expense resulting from changes in mix and level of foreign earnings;

with the foregoing partially offset by:

- $80.1 million of lower gross profit, primarily due to lower net sales; and
- a $20.0 million increase in interest expense, primarily due to higher average interest rates and higher borrowings under the Amended 2016 Revolving Credit Facility and higher indebtedness incurred under the 2019 Term Loan Facility entered into in August 2019 and under the 2018 Foreign Asset-Based Term Facility entered into in July 2018.

Recent Developments

2020 Refinancing Transactions

Committed Debt Financing

On March 9, 2020, Products Corporation entered into a binding commitment letter (the "Commitment Letter") with Jefferies Finance LLC (the "Commitment Party"). Pursuant to the Commitment Letter and subject to the terms and conditions set forth therein, the Commitment Party has committed to provide senior secured term loan facilities in an aggregate principal amount of up to $850,000,000 (the "Facilities" and such transactions the "2020 Refinancing Transactions").

The proceeds of the Facilities will be used (i) to repay in full indebtedness outstanding under Products Corporation's 5.75% Senior Notes due February 2021 and Products Corporation's Term Credit Agreement (the "2019 Term Loan Facility") dated as of August 6, 2019 (the "Refinancing"), (ii) to pay fees and expenses in connection with the Facilities and the Refinancing and (iii) to the extent of any excess, for general corporate purposes.

The funding of the Facilities is contingent on the satisfaction of a limited number of customary conditions, including the execution of definitive loan documentation for the Facilities, absence of material adverse change and certain other customary conditions. The commitments under the Commitment Letter will be available to the Company until June 30, 2020, unless the Refinancing (as defined below) is consummated or the maturity of certain other material indebtedness of Products Corporation is accelerated prior to such date.

Principal and Maturity: The Facilities will consist of (i) a senior secured term loan facility in a principal amount of up to $300,000,000 (the "Brandco Facility") and (ii) a senior secured term loan facility in a principal amount of up to $550,000,000 (the "Specified Brands Facility"). Jefferies Finance LLC will act as administrative agent and collateral agent in respect of the Facilities.

The Facilities will mature on the fifth anniversary of the closing date of the Facilities (the "Closing Date"), subject to a springing maturity 91 days prior to the maturity date of Products Corporation's 6.25% Senior Notes due 2024 (the "2024 Notes") if, on such date, $100,000,000 or more in aggregate principal amount of the 2024 Notes remains outstanding.

Borrowers, Guarantees and Security:

Brandco Facility. The borrower under the Brandco Facility will be Products Corporation, and the Brandco Facility will be guaranteed by certain indirect foreign subsidiaries of Products Corporation (the "Brandcos"), whose direct and indirect subsidiaries (the "Specified Brands Subsidiaries") will be "Unrestricted Subsidiaries" for purposes of the existing debt agreements of Products Corporation and will hold various intellectual property assets related to the Elizabeth Arden and American Crew brands and certain other portfolio brands (the "Specified Brand Assets"). The Brandcos will not guarantee Products Corporation's Term Credit Agreement dated as of September 7, 2016 and amended to date (as amended to date, the "2016 Term Loan Facility"), but all guarantors of the 2016 Term Loan Facility will guarantee the Brandco Facility. All of the assets of the Brandcos (including the equity of the first-tier Specified Brands Subsidiary) will be pledged to secure the Brandco Facility on a first-priority basis and will not secure the 2016 Term Loan Facility, but the Brandco Facility will be secured on a pari passu basis by the assets securing the 2016 Term Loan Facility.

Specified Brands Facility. The borrower of the Specified Brands Facility will be a Specified Brands Subsidiary that is an indirect subsidiary of the Brandcos (the "Specified Brands Borrower"). The Specified Brands Facility will be guaranteed by the direct parent of the Specified Brands Borrower and each of the subsidiaries of the Specified Brands Borrower. The Specified Brands Facility will be secured by substantially all of the assets of the Specified Brands Borrower and the other Specified Brands Subsidiaries, which will include the Specified Brand Assets.

Contribution and License Agreements: In connection with the pledge of the Specified Brand Assets, Products Corporation will enter into intercompany arrangements pursuant to which the Specified Brand Assets will be contributed to the Specified

Brand Subsidiaries. Products Corporation and/or its operating subsidiaries will enter into license and royalty arrangements on arm's length terms with the relevant Specified Brand Subsidiary to provide for their continued use of the Specified Brand Assets during the term of the Facilities.

Interest and Fees: Interest will accrue on the Facilities at a rate per annum of adjusted LIBOR plus a fixed margin. Products Corporation is also obligated to pay customary fees and expenses in connection with the Facilities.

Affirmative and Negative Covenants: The Facilities will contain certain affirmative and negative covenants that, among other things, limit the Restricted Group's (as defined below) ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The "Restricted Group" means (a) with respect to the Brandco Facility, Products Corporation and its restricted subsidiaries under the Brandco Facility and (b) with respect to the Specified Brands Facility, the Specified Brands Subsidiaries.

Prepayments: The Facilities will be subject to certain mandatory prepayments, including from the net proceeds from the issuance of certain additional debt and asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property, subject to certain exceptions. The Facilities may be repaid at any time, subject to customary prepayment premiums.

The Facilities will also contain certain customary representations, warranties and events of default.

Revlon 2020 Restructuring Program

Building upon its previously-announced 2018 Optimization Program, in March 2020 the Company announced that it is implementing a worldwide organizational restructuring (the "Revlon 2020 Restructuring Program") designed to reduce the Company's selling, general and administrative expenses, as well as cost of goods sold, improve the Company's gross profit and Adjusted EBITDA and maximize productivity, cash flow and liquidity. The Revlon 2020 Restructuring Program includes rightsizing the organization and operating with more efficient workflows and processes. The leaner organizational structure is also expected to improve communication flow and cross-functional collaboration, leveraging the more efficient business processes.

As a result of the Revlon 2020 Restructuring Program, the Company expects to eliminate approximately 1,000 positions worldwide, including approximately 650 current employees and approximately 350 open positions. In March 2020, the Company began informing certain employees that will be affected by the Revlon 2020 Restructuring Program. While certain aspects of the Revlon 2020 Restructuring Program may be subject to consultations with employees, works councils, unions and/or governmental authorities, the Company currently expects to substantially complete the employee-related actions by the end of 2020 and the other consolidation and outsourcing actions during 2021 and 2022.

In connection with implementing the Revlon 2020 Restructuring Program, the Company expects to recognize during 2020 approximately $55 million to $65 million of total pre-tax restructuring and related charges (the "2020 Restructuring Charges"), consisting primarily of employee-related costs, such as severance, retention and other contractual termination benefits. In addition the Company expects, restructuring charges in the range of $65 million to $75 million to be charged and paid in the period of 2021 to 2022. The Company expects that substantially all of these restructuring charges will be paid in cash, with approximately $55 million to $65 million of the total charges expected to be paid in 2020, approximately $40 million to $45 million expected to be paid in 2021, with the balance expected to be paid in 2022.

As a result of the Revlon 2020 Restructuring Program, the Company expects to deliver in the range of $200 million to $230 million of annualized cost reductions by the end of 2022, with approximately 60% of these annualized cost reductions to be realized from the headcount reductions occurring in 2020. During 2020, the Company expects to realize approximately $105 million to $115 million of in-year cost reductions.

Strategic Review

In August 2019, it was disclosed that MacAndrews & Forbes and the Company determined to explore strategic transactions involving the Company and third parties. This review is ongoing and remains focused on exploring potential options for the Company's portfolio and regional brands (the "Strategic Review").

Recent Debt Transactions

2019 Term Loan Facility

Principal and Maturity: In August 2019, Products Corporation entered into a senior secured term loan facility among certain affiliated funds, investment vehicles or accounts managed or advised by Ares Management LLC, as lender, in an initial aggregate principal amount of $200 million (the "2019 Term Loan Facility" and such agreement being the "2019 Term Loan Agreement"), and Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent and collateral agent. The approximate $188 million of net proceeds from the 2019 Term Loan Facility (after taking into account approximately $12 million of related fees and expenses) were used for general corporate purposes. The 2019 Term Loan Facility will mature on the earliest of: (x) August 6, 2023; (y) the 180th day prior to the stated maturity of Products Corporation's existing 2016 Term Loan Facility, if any loans under the 2016 Term Loan Facility remain outstanding and have not been replaced or refinanced by such date; and (z) the date of any springing maturity of the 2016 Term Loan Facility (i.e., the 91st day prior to the maturity of the 5.75% Senior Notes due February 15, 2021 if any 5.75% Senior Notes remain outstanding by such date and certain liquidity thresholds are not met). See "Financial Condition, Liquidity and Capital Resources - 2019 Term Loan Facility" for additional details regarding the 2019 Term Loan Facility.

Guarantees and Security: Products Corporation and its restricted subsidiaries under the 2019 Term Loan Facility (collectively, the "Restricted Group") are subject to the covenants under the 2019 Term Loan Agreement. The 2019 Term Loan Facility is guaranteed by each existing and future direct or indirect wholly-owned domestic restricted subsidiary of Products Corporation (subject to various exceptions), as well as by Revlon, on a limited recourse basis, and Elizabeth Arden (U.K.) Ltd., Revlon Canada Inc. and Elizabeth Arden (Canada) Limited. The obligations of Revlon, Products Corporation and the subsidiary guarantors under the 2019 Term Loan Facility are secured by pledges of the equity of Products Corporation and the equity of the Restricted Group held by Products Corporation and each subsidiary guarantor (subject to customary exceptions, including equity of first-tier foreign subsidiaries in excess of 66% of the voting equity interests of such entity) and by substantially all tangible and intangible personal and real property of Products Corporation and the subsidiary guarantors (subject to customary exclusions). The 2019 Term Loan Facility and the existing 2016 Term Loan Facility share the same guarantors and collateral, except that the 2019 Term Loan Facility is also secured by a first-priority lien on certain intellectual property of the American Crew business (the "Additional Collateral") and is guaranteed by the entities established to hold such Additional Collateral. Pursuant to a first lien pari passu intercreditor agreement, dated August 6, 2019, among Revlon, Products Corporation, the subsidiary guarantors, Wilmington Trust and Citibank, N.A. (acting as administrative agent and collateral agent for the 2016 Term Loan Facility), the liens on the shared collateral securing the 2019 Term Loan Facility rank pari passu in priority with the liens on the shared collateral securing the 2016 Term Loan Facility.

License Agreement: In connection with the pledge of such Additional Collateral, Products Corporation entered into intercompany arrangements pursuant to which the Additional Collateral was contributed to a newly-formed subsidiary, Beautyge I, which then further contributed the Additional Collateral to its new wholly-owned subsidiary, Beautyge II, LLC. Products Corporation entered into a license and royalty arrangement on arm's length terms with Beautyge II, LLC to provide for the Company's continued use of the Additional Collateral during the term of the 2019 Term Loan Facility.

Interest and Fees: Interest accrues on the 2019 Term Loan Facility at a rate per annum of one-month adjusted LIBOR (which has a floor of 0%) plus a margin of 9.50%. Products Corporation is also obligated to pay customary fees and expenses in connection with the 2019 Term Loan Facility.

Affirmative and Negative Covenants: The 2019 Term Loan Agreement contains certain affirmative and negative covenants that, among other things, limit the Restricted Group's ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The 2019 Term Loan Agreement also contains additional covenants: (i) restricting the activities of the entities established to hold the Additional Collateral; (ii) limiting the incurrence of additional secured debt by the Restricted Group to an aggregate principal amount of $50 million (excluding the Amended 2016 Revolving Credit Facility and any refinancing of the 5.75% Senior Notes due 2021); (iii) restricting the transfer by the Restricted Group of material intellectual property to non-guarantor restricted subsidiaries or other affiliates; and (iv) limiting additional investments by Products Corporation and its subsidiary guarantors in any non-guarantor subsidiary to an outstanding amount of $50 million plus $10 million for ordinary course investments consistent with past practice. These negative covenants are subject to various exceptions, including an "available amount basket" based on 50% of Products Corporation's cumulative consolidated net income from October 1, 2016, subject to Products Corporation's compliance with a 5.0 to 1.0 ratio of Products Corporation's net debt to Consolidated EBITDA (as defined in the 2019 Term Loan Agreement), except such compliance is not required when such baskets are used to make investments.

Financial Covenants: The 2019 Term Loan Agreement contains financial covenants. First, Products Corporation cannot permit at any time both (x) the aggregate principal amount of secured and structurally senior debt to exceed $2.5 billion and (y) the ratio of Products Corporation's net secured and structurally senior debt to Consolidated EBITDA to be greater than 5.0 to 1.0, subject to a one-time equity cure right. Second, Products Corporation's Consolidated EBITDA cannot be less than $250 million for any test period ending on or after March 31, 2021.

Prepayments: The 2019 Term Loan Facility is subject to mandatory prepayments from: (i) the net proceeds from the issuance by Products Corporation or any of its restricted subsidiaries of certain additional debt; (ii) commencing with the excess cash flow calculation with respect to fiscal year ending December 31, 2020, 50% of excess cash flow, with step-downs to 25% and 0% upon achievement of certain first lien leverage ratios and reduced by voluntary prepayments of the 2019 Term Loan Facility, the 2016 Term Loan Facility and revolving loans under the Amended 2016 Revolving Credit Facility (to the extent commitments thereunder are permanently reduced); and (iii) asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property that have not been reinvested to the extent in excess of certain minimum amounts (subject to an aggregate reinvestment cap of $50 million). Products Corporation may voluntarily prepay the 2019 Term Loan Facility at any time. All voluntary prepayments, certain mandatory prepayments and repayments upon acceleration after an event of default of the 2019 Term Loan Facility must be accompanied by a fee in an amount equal to: (i) prior to January 1, 2021, a make-whole amount with respect to interest payments through December 31, 2020 plus 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (ii) on and after January 1, 2021, but prior to January 1, 2022, 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (iii) on and after January 1, 2022, but prior to January 1, 2023, 7.5% of the aggregate principal amount prepaid, repaid or required to be repaid; or (iv) thereafter, 5% of the aggregate principal amount prepaid, repaid or required to be repaid. A 5% exit fee is also payable upon the final scheduled maturity of the 2019 Term Loan Facility or if the loans thereunder are accelerated upon an event of default. The 2019 Term Loan Agreement also contains certain customary representations, warranties and events of default.

Events of Default: The 2019 Term Loan Agreement includes customary events of default, including a cross default provision making it an event of default under the 2019 Term Loan Agreement if there is an event of default under Products Corporation's existing 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement or the Senior Notes Indentures. The lenders under the 2019 Term Loan Agreement may declare all outstanding loans under the 2019 Term Loan Agreement to be due and payable immediately upon an event of default. Under such circumstances, the lenders under the 2016 Credit Agreements, the Amended 2019 Senior Line of Credit Agreement and the 2018 Foreign Asset-Based Term Agreement may also declare all outstanding loans under such facilities to be due and payable immediately as a result of similar cross default provisions, and upon non-payment of any accelerated principal amount, the trustees or noteholders for the 5.75% Senior Notes and 6.25% Senior Notes may declare all outstanding notes to be due and payable immediately as a result of similar cross-acceleration provisions, subject to certain exceptions and limitations described in the relevant instruments.

Fees and expenses incurred in connection with consummating the 2019 Term Loan Agreement of approximately $14 million were capitalized and are being amortized to interest expense over the term of the 2019 Term Loan Agreement using the effective interest method. The aggregate principal amount outstanding under the 2019 Term Loan Facility Agreement at December 31, 2019 was $200 million.

Amended 2019 Senior Line of Credit Agreement

In June 2019, Products Corporation entered into a 2019 Senior Unsecured Line of Credit Agreement, providing Products Corporation with a $30 million senior unsecured line of credit from MacAndrews & Forbes Group, LLC, a subsidiary of Revlon's majority stockholder, which facility allows Products Corporation to request loans thereunder and to use the proceeds of such loans for working capital and other general corporate purposes until the facility matures. In November 2019, Products Corporation and MacAndrews & Forbes Group, LLC entered into the Amended and Restated 2019 Senior Unsecured Line of Credit Agreement (the "Amended 2019 Senior Line of Credit Agreement") to extend the maturity of such facility by 1-year, expiring December 31, 2020 (the "Amended 2019 Senior Line of Credit Facility"). As of December 31, 2019 and as of the November 7, 2019 extension date, there were no borrowings outstanding or repayments under the Amended 2019 Senior Line of Credit Facility.

Any loans outstanding under the Amended 2019 Senior Line of Credit Facility shall bear interest at an annual rate of 8%, which is payable quarterly in arrears in cash. Products Corporation may, at its option, prepay any borrowings under the Amended 2019 Senior Line of Credit Facility, in whole or in part (together with accrued and unpaid interest), at any time prior to maturity, without premium or penalty. Products Corporation is required to repay any outstanding loans under the Amended 2019 Senior Line of Credit Facility, together with accrued interest thereon, if for any reason Products Corporation or any of its subsidiaries has available unrestricted cash that Products Corporation determines, in its reasonable judgment, is not required to run their operations in the ordinary course of business, provided that such repayment would not result in material adverse tax consequences.

The Amended 2019 Senior Line of Credit Agreement includes customary events of default, including a cross default provision making it an event of default under the Amended 2019 Senior Line of Credit Agreement if there exists and continues an event default under Products Corporation's 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement or the Senior Notes Indentures. If any such event of default occurs, MacAndrews & Forbes Group, LLC may declare all outstanding loans under the Amended 2019 Senior Line of Credit Facility to be due and payable immediately.

March 2019 Amendment to the 2016 Revolving Credit Facility

In March 2019, Products Corporation, Revlon and certain of their subsidiaries entered into Amendment No. 2 ("Amendment No. 2") to the 2016 Revolving Credit Agreement (as amended by Amendment No. 2, the "Amended 2016 Revolving Credit Agreement") in respect of the 2016 Revolving Credit Facility (as in effect after Amendment No. 2, the "Amended 2016 Revolving Credit Facility"). Pursuant to the terms of Amendment No. 2, the maturity date applicable to the $41.5 million senior secured first in, last out Tranche B of the Amended 2016 Revolving Credit Facility was extended from April 17, 2019 to April 17, 2020. The 2016 Revolving Credit Agreement provided that the "Liquidity Amount" (defined in the Amended 2016 Revolving Credit Agreement as the sum of each borrowing base less the sum of (x) the aggregate outstanding extensions of credit under the Amended 2016 Revolving Credit Facility, and (y) any availability reserve in effect on such date) may exceed the aggregate commitments under the Amended 2016 Revolving Credit Facility by up to 5%. Amendment No. 2 limits the Liquidity Amount to no more than the aggregate commitments under the Amended 2016 Revolving Credit Facility. Under the 2016 Revolving Credit Agreement, a "Liquidity Event Period" generally occurred if Products Corporation's Liquidity Amount fell below the greater of $35 million and 10% of the maximum availability under the 2016 Revolving Credit Facility. Amendment No. 2 changed these thresholds to $50 million and 15%, respectively, only for purposes of triggering certain notification obligations of Products Corporation, increased borrowing base reporting frequency and the ability of the administrative agent to apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility. After entering into Amendment No. 2, in March 2019 Products Corporation's availability under the Amended 2016 Revolving Credit Facility was $37.3 million, which was less than the greater of $35 million and 10% of the maximum availability under the Amended 2016 Revolving Credit Facility, which at such date equated to $41.3 million. Accordingly, effective beginning in March 2019 Products Corporation is required to maintain a FCCR of a minimum of 1.0 to 1.0 (which it currently satisfies), the administrative agent may apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility, which the administrative agent began applying in March 2019, and Products Corporation is required to provide the administrative agent with weekly borrowing base certificates. Products Corporation will be required to: (i) maintain such 1.0 to 1.0 minimum FCCR until such time that availability under the Amended 2016 Revolving Credit Facility equals or exceeds the greater of $35 million and 10% of the maximum availability under such facility for at least 20 consecutive business days; and (ii) Products Corporation will continue to provide the administrative agent with weekly borrowing base certificates and the administrative agent may continue to apply amounts collected in controlled accounts as set forth above in each case until such time that availability under such facility is equal or exceeds the greater of $50 million and 15% of the maximum availability under such facility for at least 20 consecutive business days. Amendment No. 2 also adjusts, among other things, the "payment conditions" required to make unlimited restricted payments.

Operating Segments

The Company operates in four reporting segments: Revlon; Elizabeth Arden; Portfolio; and Fragrances:

- ***Revlon*** - The Revlon segment is comprised of the Company's flagship Revlon brands. Revlon segment products are primarily marketed, distributed and sold in the mass retail channel, large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department stores, professional hair and nail salons, one-stop shopping beauty retailers and specialty cosmetic stores in the U.S. and internationally under brands such as **Revlon** in color cosmetics; **Revlon ColorSilk** and **Revlon Professional** in hair color; and **Revlon** in beauty tools.
- ***Elizabeth Arden*** - The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden branded products. The Elizabeth Arden segment markets, distributes and sells fragrances, skin care and color cosmetics primarily to prestige retailers, department and specialty stores, perfumeries, boutiques, e-commerce sites, the mass retail channel, travel retailers and distributors, as well as direct sales to consumers via its Elizabeth Arden branded retail stores and elizabetharden.com e-commerce business under brands such as **Elizabeth Arden Ceramide, Prevage, Eight Hour, SUPERSTART, Visible Difference** and **Skin Illuminating** in the Elizabeth Arden skin care brands; and **Elizabeth Arden White Tea, Elizabeth Arden Red Door, Elizabeth Arden 5th Avenue** and **Elizabeth Arden Green Tea** in Elizabeth Arden fragrances.

- ***Portfolio*** - The Company's Portfolio segment markets, distributes and sells a comprehensive line of premium, specialty and mass products primarily to the mass retail channel, hair and nail salons and professional salon distributors in the U.S. and internationally and large volume retailers, specialty and department stores under brands such as **Almay** and **SinfulColors** in color cosmetics; **American Crew** in men's grooming products (which are also sold direct-to-consumer on its americancrew.com website); **CND** in nail polishes, gel nail color and nail enhancements; **Cutex** in nail care products; and **Mitchum** in anti-perspirant deodorants. The Portfolio segment also includes a multi-cultural hair care line consisting of **Creme of Nature** hair care products, which are sold in both professional salons and in large volume retailers and other retailers, primarily in the U.S.; and a hair color line under the **Llongueras** brand (licensed from a third party) that is sold in the mass retail channel, large volume retailers and other retailers, primarily in Spain.

- ***Fragrances*** - The Fragrances segment includes the development, marketing and distribution of certain owned and licensed fragrances, as well as the distribution of prestige fragrance brands owned by third parties. These products are typically sold to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers and other international retailers. The owned and licensed fragrances include brands such as: (i) **Juicy Couture** (which are also sold direct-to-consumer on its juicycouturebeauty.com website), **John Varvatos** and **AllSaints** in prestige fragrances; (ii) **Britney Spears**, **Elizabeth Taylor**, **Christina Aguilera**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and (iii) **Curve, Giorgio Beverly Hills**, **Ed Hardy**, **Charlie**, **Lucky Brand**, **‹PS›** (logo of former Paul Sebastian brand), **Alfred Sung**, **Halston**, **Geoffrey Beene** and **White Diamonds** in mass fragrances.

(all tabular amounts in millions, except share and per share amounts)

Results of Operations — Revlon, Inc.

Consolidated Net Sales:

Consolidated net sales in 2019 were $2,419.6 million, a $144.9 million, or 5.7%, decrease compared to $2,564.5 million in 2018. Excluding the $55.7 million unfavorable FX impact, consolidated net sales decreased by $89.2 million, or 3.5%, during 2019. The XFX net sales decrease in 2019 was due primarily to: a $62.8 million, or 11.1%, decrease in Portfolio segment net sales, a $52.1 million, or 10.2%, decrease in Fragrances segment net sales and a $17.5 million, or 1.8%, decrease in Revlon segment net sales; partially offset by a $43.2 million, or 8.8%, increase in Elizabeth Arden segment net sales.

See "Segment Results" below for further information on net sales by segment.

Segment Results:

The Company's management evaluates segment profit for each of the Company's reportable segments. The Company allocates corporate expenses to each reportable segment to arrive at segment profit, as these expenses are included in the internal measure of segment operating performance. The Company defines segment profit as income from continuing operations before interest, taxes, depreciation, amortization, stock-based compensation expense, gains/losses on foreign currency fluctuations, gains/losses on the early extinguishment of debt and miscellaneous expenses. Segment profit also excludes the impact of certain items that are not directly attributable to the segments' underlying operating performance. The Company does not have any material inter-segment sales. For a reconciliation of segment profit to loss from continuing operations before income taxes, see Note 17, "Segment Data and Related Information," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K.

The following tables provide a comparative summary of the Company's segment results for the periods presented.

	Net Sales						Segment Profit					
	Year Ended December 31,		Change		XFX Change [a]		Year Ended December 31,		Change		XFX Change [a]	
	2019	2018	$	%	$	%	2019	2018	$	%	$	%
Revlon	$ 958.8	$ 998.3	$ (39.5)	(4.0) %	$ (17.5)	(1.8) %	$ 101.2	$ 129.6	$ (28.4)	(21.9) %	$ (25.1)	(19.4) %
Elizabeth Arden	520.0	490.2	29.8	6.1 %	43.2	8.8 %	37.6	24.4	13.2	54.1 %	15.3	62.7 %
Portfolio	487.8	564.6	(76.8)	(13.6) %	(62.8)	(11.1) %	45.0	7.9	37.1	N.M.	38.0	N.M.
Fragrances	453.0	511.4	(58.4)	(11.4) %	(52.1)	(10.2) %	82.3	76.0	6.3	8.3 %	7.1	9.3 %
Total	$ 2,419.6	$ 2,564.5	$ (144.9)	(5.7) %	$ (89.2)	(3.5) %	$ 266.1	$ 237.9	$ 28.2	11.9 %	$ 35.3	14.8 %

[a] XFX excludes the impact of foreign currency fluctuations.
N.M. - Not meaningful

Revlon Segment

Revlon segment net sales in 2019 were $958.8 million, a $39.5 million, or 4.0%, decrease, compared to $998.3 million in 2018. Excluding the $22.0 million unfavorable FX impact, total Revlon segment net sales in 2019 decreased by $17.5 million, or 1.8%, compared to 2018. This decrease was primarily driven by lower net sales of **Revlon ColorSilk** hair color, as well as lower net sales of **Revlon** color cosmetics and **Revlon**-branded beauty tools primarily in North America, partially offset by increased net sales of **Revlon**-branded hair care and professional products.

Revlon segment profit in 2019 was $101.2 million, a $28.4 million, or 21.9%, decrease, compared to $129.6 million in 2018. Excluding the $3.3 million unfavorable FX impact, Revlon segment profit in 2019 decreased by $25.1 million, or 19.4%, compared to 2018. This decrease was primarily driven by the Revlon segment's lower net sales described above and lower gross profit margin, partially offset by lower brand support expenses.

Elizabeth Arden Segment

Elizabeth Arden segment net sales in 2019 were $520.0 million, a $29.8 million, or 6.1%, increase, compared to $490.2 million in 2018. Excluding the $13.4 million unfavorable FX impact, Elizabeth Arden segment net sales in 2019 increased by $43.2 million, or 8.8%, compared to 2018. This increase was primarily driven by higher net sales of **Ceramide** and **Prevage** skin care products and of certain **Elizabeth Arden**-branded fragrances, primarily internationally, partially offset by lower net sales of **Elizabeth Arden**-branded color cosmetics and certain other skin care products.

Elizabeth Arden segment profit in 2019 was $37.6 million, a $13.2 million, or 54.1%, increase, compared to $24.4 million in 2018. Excluding the $2.1 million unfavorable FX impact, Elizabeth Arden segment profit in 2019 increased by $15.3 million, or 62.7%, compared to 2018. This increase was primarily driven by the Elizabeth Arden segment's higher net sales described above, partially offset by higher brand support expenses.

Portfolio Segment

Portfolio segment net sales in 2019 were $487.8 million, a $76.8 million, or 13.6%, decrease, compared to $564.6 million in 2018. Excluding the $14.0 million unfavorable FX impact, total Portfolio segment net sales in 2019 decreased by $62.8 million, or 11.1%, compared to 2018. This decrease was driven primarily by the Portfolio segment's lower net sales of **CND** nail products, **Almay**, **Pure Ice** and **SinfulColors** color cosmetics, **Mitchum** anti-perspirant deodorants, as well as lower net sales of local and regional brands. These decreases were partially offset by higher net sales of **Cutex** nail care products and **American Crew** men's grooming products.

Portfolio segment profit in 2019 was $45.0 million, a $37.1 million increase compared to $7.9 million in 2018. Excluding the $0.9 million unfavorable FX impact, Portfolio segment profit in 2019 increased by $38.0 million compared to 2018. This increase was primarily driven by the Portfolio segment's lower brand support expenses and lower other SG&A, partially offset by lower net sales, as described above, and lower gross profit margin.

Fragrances Segment

Fragrances segment net sales in 2019 were $453.0 million, a $58.4 million, or 11.4%, decrease, compared to $511.4 million in 2018. Excluding the $6.3 million unfavorable FX impact, total Fragrances segment net sales in 2019 decreased by $52.1 million, or 10.2%, compared to 2018. This decrease was driven primarily by lower net sales in the Fragrances segment due to the ongoing overall weakness in the mass retail channel, including certain retail store closures in North America, partially offset by higher net sales attributable to new products launches in 2019, primarily internationally.

Fragrances segment profit in 2019 was $82.3 million, a $6.3 million, or 8.3%, increase, compared to $76.0 million in 2018. Excluding the $0.8 million unfavorable FX impact, Fragrances segment profit in 2019 increased by $7.1 million, or 9.3%, compared to 2018. This increase was primarily driven by the Fragrances segment's lower brand support expenses and lower other SG&A, partially offset by the impact of the segment's lower net sales, as described above, and lower gross profit margin.

(all tabular amounts in millions, except share and per share amounts)

Geographic Results:

The following tables provide a comparative summary of the Company's North America and International net sales for the periods presented:

	Year Ended December 31,		Change		XFX Change [a]	
	2019	2018	$	%	$	%
Revlon						
North America	$ 497.2	$ 522.3	$ (25.1)	(4.8)%	$ (24.2)	(4.6)%
International	461.6	476.0	(14.4)	(3.0)%	6.7	1.4 %
Elizabeth Arden						
North America	$ 120.4	$ 135.6	$ (15.2)	(11.2)%	$ (14.5)	(10.7)%
International	399.6	354.6	45.0	12.7 %	57.7	16.3 %
Portfolio						
North America	$ 298.9	$ 350.4	$ (51.5)	(14.7)%	$ (51.1)	(14.6)%
International	188.9	214.2	(25.3)	(11.8)%	(11.7)	(5.5)%
Fragrances						
North America	$ 309.2	$ 345.9	$ (36.7)	(10.6)%	$ (36.5)	(10.6)%
International	143.8	165.5	(21.7)	(13.1)%	(15.6)	(9.4)%
Total Net Sales	$ 2,419.6	$ 2,564.5	$ (144.9)	(5.7)%	$ (89.2)	(3.5)%

[a] XFX excludes the impact of foreign currency fluctuations.

Revlon Segment

North America

In North America, Revlon segment net sales in 2019 decreased by $25.1 million, or 4.8%, to $497.2 million, compared to $522.3 million in 2018. Excluding the $0.9 million unfavorable FX impact, Revlon segment net sales in North America in 2019 decreased by $24.2 million, or 4.6%, compared to 2018. This decrease was primarily due to the Revlon segment's lower net sales of **Revlon** color cosmetics, as well as lower net sales of **Revlon**-branded beauty tools and **Revlon ColorSilk** hair color, partially offset by higher net sales of **Revlon**-branded hair care products within the U.S. mass retail channel.

International

Internationally, Revlon segment net sales in 2019 decreased by $14.4 million, or 3.0%, to $461.6 million, compared to $476.0 million in 2018. Excluding the $21.1 million unfavorable FX impact, Revlon segment International net sales in 2019 increased by $6.7 million, or 1.4%, compared to 2018. This increase was driven primarily by the Revlon segment's higher net sales of **Revlon** color cosmetics, primarily within the Company's Pacific, Latin America and Asia regions, due mainly to improved service levels from the Company's Oxford, N.C. facility, and higher net sales of **Revlon**-branded hair-care professional products, following new product launches in Europe. This increase was partially offset primarily by lower net sales of **Revlon ColorSilk** hair color products in the Company's EMEA region.

Elizabeth Arden Segment

North America

In North America, Elizabeth Arden segment net sales in 2019 decreased by $15.2 million, or 11.2%, to $120.4 million, compared to $135.6 million in 2018. Excluding the $0.7 million unfavorable FX impact, Elizabeth Arden segment net sales in North America in 2019 decreased by $14.5 million, or 10.7%, compared to 2018. This decrease was driven primarily by the Elizabeth Arden segment's lower net sales of certain **Elizabeth Arden**-branded skin care and color cosmetics products resulting primarily from certain retail store closures, partially offset primarily by higher net sales of the segment's **Ceramide** skin care brand.

International

Internationally, Elizabeth Arden segment net sales in 2019 increased by $45.0 million, or 12.7%, to $399.6 million, compared to $354.6 million in 2018. Excluding the $12.7 million unfavorable FX impact, Elizabeth Arden segment International net sales in 2019 increased by $57.7 million, or 16.3%, compared to 2018. This increase was driven primarily by higher net sales of the Elizabeth Arden segment's **Ceramide** and **Prevage** skin care products, primarily within the Company's Asia region, particularly in China, and in the Travel Retail business, as well as higher net sales of certain Elizabeth Arden fragrance brands. These increases were partially offset by lower net sales of **Elizabeth Arden**-branded color cosmetics products. See Item 1A. Risk Factors - "The ongoing occurrence of the coronavirus and any possible recurrence of other similar types of pandemics, or any other widespread public health problems, could result in decreased sales of the Company's products, which could have a material adverse effect on the Company's business, results of operations, financial condition and/or cash flows."

Portfolio Segment

North America

In North America, Portfolio segment net sales in 2019 decreased by $51.5 million, or 14.7%, to $298.9 million, as compared to $350.4 million in 2018. Excluding the $0.4 million unfavorable FX impact, Portfolio segment net sales in North America in 2019 decreased by $51.1 million, or 14.6%, compared to 2018. This decrease was driven primarily by the Portfolio segment's lower net sales of **CND** nail products and **Almay** color cosmetics, as well as lower net sales of **Mitchum** anti-perspirant deodorants, **Pure Ice** and **SinfulColors** color cosmetics and local and regional brands. These decreases were partially offset by higher net sales of **American Crew** men's grooming products.

International

Internationally, Portfolio segment net sales in 2019 decreased by $25.3 million, or 11.8%, to $188.9 million, compared to $214.2 million in 2018. Excluding the $13.6 million unfavorable FX impact, Portfolio segment International net sales decreased by $11.7 million, or 5.5%, in 2019, compared to 2018. This decrease was driven primarily by the Portfolio segment's lower net sales of local and regional brands and **CND** nail products, primarily in the Company's EMEA region, partially offset by higher net sales of **Cutex** nail care products primarily in Latin America and of **Mitchum** anti-perspirant deodorants in the EMEA region.

Fragrances Segment

North America

In North America, Fragrances segment net sales in 2019 decreased by $36.7 million, or 10.6%, to $309.2 million, as compared to $345.9 million in 2018. Excluding the $0.2 million unfavorable FX impact, Fragrances segment net sales in North America in 2019 decreased by $36.5 million, or 10.6%, compared to 2018. This decrease was primarily driven by the Fragrances segment's lower net sales due to weakness in the mass retail channel, as well as certain retail store closures in the prestige channel.

International

Internationally, Fragrances segment net sales in 2019 decreased by $21.7 million, or 13.1%, to $143.8 million, compared to $165.5 million in 2018. Excluding the $6.1 million unfavorable FX impact, Fragrances segment International net sales decreased by $15.6 million, or 9.4%, in 2019, compared to 2018, primarily due to the Fragrances segment's lower net sales of certain licensed fragrance brands primarily in the mass retail channel, partially offset by new product launches in the Company's EMEA region.

(all tabular amounts in millions, except share and per share amounts)

Gross profit:

The table below shows the Company's gross profit and gross margin for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
Gross profit	$ 1,367.4	$ 1,447.5	$ (80.1)
Percentage of net sales	*56.5 %*	*56.4 %*	*0.1 %*

Gross profit decreased by $80.1 million in 2019, as compared to 2018. Unfavorable sales volume decreased gross profit in 2019 by approximately $41 million, compared to 2018, with no impact on gross margin. Gross profit as a percentage of net sales (i.e., gross margin) in 2019 increased by 0.1 percentage points, as compared to 2018. The drivers of the increase in gross margin in 2019, as compared to 2018, primarily included:

- the impact of additional costs related to the service level disruptions at the Company's Oxford, N.C. manufacturing facility in 2018, which did not occur in 2019, resulting in increased gross margin of approximately 0.5 percentage points; and
- lower inventory obsolescence reserves, which increased gross margin by 0.1 percentage points;

with the foregoing partially offset primarily by:

- unfavorable FX impacts, which decreased gross margin by 0.4 percentage points; and
- the impact of tariffs, which decreased gross margin by approximately 0.1 percentage points.

SG&A expenses:

The table below shows the Company's SG&A expenses for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
SG&A expenses	$ 1,316.6	$ 1,460.5	$ (143.9)

SG&A expenses decreased by $143.9 million in 2019, compared to 2018, primarily driven by:

- lower general and administrative expenses of approximately $66 million, primarily associated with the Company's cost optimization initiatives and lower incentive compensation in 2019 and higher costs in 2018 associated with the departure of certain executives;
- a decrease of approximately $50 million in brand support expenses, driven by planned lower activity and cost reduction activities in 2019, primarily in North America within the Portfolio segment and, to a lesser extent, the Fragrances and the Revlon segments; and
- favorable FX impact of approximately $26 million.

Acquisition, integration and divestiture costs:

The table below shows the Company's acquisition, integration, and divestiture costs for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
Integration Costs	$ 0.7	$ 13.9	$ (13.2)
Divestiture Costs	3.2	—	3.2
Total acquisition, integration, and divestiture costs	$ 3.9	$ 13.9	$ (10.0)

The Company incurred $3.2 million of divestiture costs in 2019 including $1.9 million in professional fees incurred in connection with the exploration of strategic transactions involving Revlon and third parties and approximately $1.3 million relating to the amortization of the cash-based awards under Tier 1 and Tier 2 of the Revlon 2019 Transaction Incentive Program (the "2019 TIP"; see Note 13, "Stock Compensation Plan," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for additional details on the 2019 TIP).

(all tabular amounts in millions, except share and per share amounts)

The Company incurred $0.7 million and $13.9 million of integration costs in 2019 and 2018, respectively, primarily related to the Company's integration of Elizabeth Arden's operations into the Company's business, including professional fees and employee-related costs.

Restructuring charges and other, net:

The table below shows the Company's restructuring charges and other, net for the periods presented:

	Year Ended December 31,		
	2019	**2018**	**Change**
Restructuring charges and other, net	$ 12.8	$ 20.2	$ (7.4)

Restructuring charges and other, net decreased $7.4 million during 2019, compared to 2018, primarily due to lower charges and adjustments to previously accrued charges in connection with the Company's restructuring under the EA Integration Restructuring Program and other immaterial programs, partially offset by higher charges under the 2018 Optimization Program. A discussion of the Company's restructuring charges in relation to its restructuring initiatives follows. See also, “Recent Developments – Revlon 2020 Restructuring Program” in Item 7. “Combined Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

2018 Optimization Program

During 2018, the Company announced a new 2018 Optimization Program designed to streamline the Company’s operations, reporting structures and business processes, with the objective of maximizing productivity and improving profitability, cash flows and liquidity. During 2019, the Company recorded $33.8 million of restructuring and related charges under the 2018 Optimization Program consisting of: (i) $16.1 million of severance, personnel benefits and other restructuring costs; and (ii) $17.7 million of other restructuring-related charges that were recorded within SG&A and cost of sales. The Company recognized approximately $39.5 million of cumulative total pre-tax restructuring and related charges under the 2018 Optimization Program since its inception in November 2018, consisting of employee-related costs, such as severance, pension and other termination costs, as well as other related charges within SG&A and cost of sales and approximately $6.5 million of additional capital expenditures. As of December 31, 2019, restructuring and related charges to be paid in cash are approximately 88% of the total charges, of which approximately $25.9 million were already paid through December 31, 2019, with any residual balance expected to be paid in 2020. The 2018 Optimization Program resulted in approximately $95 million of in-year cost reductions during 2019, which equate to approximately $125 million of annualized cost reductions. The cost reductions were realized within cost of sales, selling, general and administrative expenses, and restructuring.

EA Integration Restructuring Program

The EA Integration Restructuring Program was completed in 2018. During 2019, the Company recorded an adjustment of $1.9 million to the charges previously recognized under this program related to a decrease in the amount of severance. During 2018, the Company recorded $10 million of charges under this program. As of December 31, 2019, the Company had recognized a total of $80.3 million of pre-tax restructuring and related charges since the inception in December 2016 of the EA Integration Restructuring Program consisting of: (i) $70.3 million of employee-related costs, including severance, retention and other contractual termination benefits; (ii) $5.1 million of lease termination costs; and (iii) $4.9 million of other related charges. The Company paid $71.9 million through December 31, 2019 in connection with the EA Integration Restructuring Program, with any remaining balance expected to be paid after 2019.

For further information on the EA Integration Restructuring Program, the 2018 Optimization Program and on the Company's other restructuring initiatives, see Note 2, "Restructuring Charges," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K. For further information on the Revlon 2020 Restructuring Program, see “Recent Developments – Revlon 2020 Restructuring Program” in Item 7. “Combined Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

(all tabular amounts in millions, except share and per share amounts)

(Gain) loss on divested assets:

The table below shows the Company's (gain) loss on divested assets for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
(Gain) loss on divested assets	$ (26.6)	$ 20.1	$ (46.7)

The $26.6 million gain recorded in 2019 primarily refers to the sale of certain assets during the year, consisting of the Company's Natural Honey and Floid regional and local brands.

The $20.1 million loss recorded in 2018, of which $18.6 million was non-cash, related to the write-off of the Company's minority investment in a licensee after agreeing to wind-down the contract and revert the trademark rights to the Company following a brief transition period.

See Note 1, "Description of Business and Summary of Significant Accounting Policies," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for further information.

Interest expense:

The table below shows the Company's interest expense for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
Interest expense	$ 196.6	$ 176.6	$ 20.0

The $20.0 million increase in interest expense in 2019, as compared to 2018, was primarily due to higher average interest rates and higher debt balances resulting from the 2019 Term Loan Facility entered into in August 2019, the 2018 Foreign Asset-Based Term Facility entered into during the third quarter of 2018, as well as higher average borrowings under the Amended 2016 Revolving Credit Facility.

Please refer to "Financial Condition, Liquidity and Capital Resources - Long-Term Debt Instruments" in Item 7 of this 2019 Form 10-K for further information.

Foreign currency (gains) losses, net:

The table below shows the Company's foreign currency (gains) losses, net for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
Foreign currency (gains) losses, net	$ (1.9)	$ 15.8	$ (17.7)

The $1.9 million in foreign currency gains, net, during 2019, compared to $15.8 million in foreign currency losses, net, during 2018, was primarily driven by the unfavorable impact of foreign currency fluctuations on certain U.S. Dollar denominated intercompany payables and foreign currency denominated receivables in the prior year.

Provision for income taxes:

The table below shows the Company's provision for income taxes for the periods presented:

	Year Ended December 31,		
	2019	2018	Change
Provision for income taxes	$ 0.2	$ 2.2	$ (2.0)

(all tabular amounts in millions, except share and per share amounts)

The Company recorded a provision for income taxes of $0.2 million and $2.2 million for 2019 and 2018, respectively. The $2.0 million decrease in the provision for income taxes for 2019 compared to 2018, was primarily due to a decrease in foreign valuation allowances recorded in 2019, offset by additional tax expense resulting from changes in mix and level of foreign earnings. For a further discussion, see Note 14, "Income Taxes," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K, and Item 1A. "Risk Factors-Uncertainties in the interpretation and application of the U.S. income tax provisions could have a material impact on the Company's financial condition, results of operations and/or cash flows."

The Company's effective tax rate for 2019 was lower than the federal statutory rate of 21% primarily due to additional U.S. tax expense on foreign earnings and valuation allowances recorded in 2019, which includes a valuation allowance on interest deductions.

The Company expects that its tax provision and effective tax rate in any individual quarter and year-to-date period will vary and may not be indicative of the Company's tax provision and effective tax rate for the full year.

The Company concluded that, based on its evaluation of objective verifiable evidence, it does not require a valuation allowance on its federal deferred tax assets, other than those associated with the limitation on the deductibility of interest. The Company does have a valuation allowance on deferred tax assets associated with its activity in certain U.S. states and foreign jurisdictions. These conclusions regarding the establishment of valuation allowances on the Company's deferred tax assets as of the year ended December 31, 2019 are consistent with the Company's conclusions on such matters as of the year ended December 31, 2018. However, if the Company does not generate sufficient taxable income in future periods, its deferred tax assets may not be realizable on a more-likely-than-not basis, which would result in the Company having to establish an additional valuation allowance against its deferred tax assets. The Company will continue to assess all available evidence, both negative and positive, to determine whether such additional valuation allowance is warranted.

For a further discussion, see Note 14, "Income Taxes," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K, and Item 1A. Risk Factors - "Uncertainties in the interpretation and application of the U.S. income tax provisions could have a material impact on the Company's financial condition, results of operations and/or cash flows."

Results of Operations — Products Corporation

The condensed consolidated statements of income of Products Corporation are essentially identical to the condensed consolidated statements of income of Revlon, Inc. except for the following:

	Year Ended December 31,	
	2019	2018
Net loss - Revlon, Inc.	$ (157.7)	$ (294.2)
Selling, general and administrative expenses - public company's costs	7.9	6.3
Provision for income taxes	(1.4)	(1.2)
Net loss - Products Corporation	$ (151.2)	$ (289.1)

Refer to Revlon's "Management Discussion and Analysis of Financial Condition and Results of Operations" herein.

Financial Condition, Liquidity and Capital Resources

At December 31, 2019, the Company had a liquidity position of $278.7 million, consisting of: (i) $104.3 million of unrestricted cash and cash equivalents; (ii) $157.7 million in available borrowing capacity under Products Corporation's Amended 2016 Revolving Credit Facility (which had $272.4 million drawn at such date); (iii) $30 million in available borrowing capacity under the Amended 2019 Senior Line of Credit Facility, which had no borrowings at such date; and less (iv) $13.3 million of outstanding checks. Under the Amended 2016 Revolving Credit Facility, as Products Corporation's consolidated fixed charge coverage ratio ("FCCR") was greater than 1.0 to 1.0 as of December 31, 2019, all of the $157.7 million of availability under the Amended 2016 Revolving Credit Facility was available as of such date. See Note 9, "Debt," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K and "Part 1, Item 2. Combined Management's Discussion and Analysis of Financial Condition and Results of Operations--Recent Debt Transactions" for a discussion of the Company's credit facilities and amendments entered into during 2019. See also, "Recent Developments – 2020 Refinancing Transactions" in this Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations."

2019 Term Loan Facility

Principal and Maturity: In August 2019, Products Corporation entered into the 2019 Term Loan Facility, which is a senior secured term loan facility among certain affiliated funds, investment vehicles or accounts managed or advised by Ares Management LLC, as lender, in an initial aggregate principal amount of $200 million, and Wilmington Trust, as administrative and collateral agent. The approximate $188 million of net proceeds from the 2019 Term Loan Facility (after taking into account approximately $12 million of related fees and expenses) were used for general corporate purposes. The 2019 Term Loan Facility will mature on the earliest of: (x) August 6, 2023; (y) the 180th day prior to the stated maturity of Products Corporation's existing 2016 Term Loan Facility, if any loans under the 2016 Term Loan Facility remain outstanding and have not been replaced or refinanced by such date; and (z) the date of any springing maturity of the 2016 Term Loan Facility (i.e., the 91st day prior to the maturity of the 5.75% Senior Notes due February 15, 2021 if any 5.75% Senior Notes remain outstanding by such date and certain liquidity thresholds are not met).

Guarantees and Security: Products Corporation and its restricted subsidiaries under the 2019 Term Loan Facility (collectively, the "Restricted Group") are subject to the covenants under the 2019 Term Loan Agreement. The 2019 Term Loan Facility is guaranteed by each existing and future direct or indirect wholly-owned domestic restricted subsidiary of Products Corporation (subject to various exceptions), as well as by Revlon, on a limited recourse basis, and Elizabeth Arden (U.K.) Ltd., Revlon Canada Inc. and Elizabeth Arden (Canada) Limited. The obligations of Revlon, Products Corporation and the subsidiary guarantors under the 2019 Term Loan Facility are secured by pledges of the equity of Products Corporation and the equity of the Restricted Group held by Products Corporation and each subsidiary guarantor (subject to customary exceptions, including equity of first-tier foreign subsidiaries in excess of 66% of the voting equity interests of such entity) and by substantially all tangible and intangible personal and real property of Products Corporation and the subsidiary guarantors (subject to customary exclusions). The 2019 Term Loan Facility and the existing 2016 Term Loan Facility share the same guarantors and collateral, except that the 2019 Term Loan Facility is also secured by a first-priority lien on certain intellectual property of the American Crew business (the "Additional Collateral") and is guaranteed by the entities established to hold such Additional Collateral. Pursuant to a first lien pari passu intercreditor agreement, dated August 6, 2019, among Revlon, Products Corporation, the subsidiary guarantors, Wilmington Trust and Citibank, N.A. (acting as administrative agent and collateral agent for the 2016 Term Loan Facility), the liens on the shared collateral securing the 2019 Term Loan Facility rank pari passu in priority with the liens on the shared collateral securing the 2016 Term Loan Facility.

License Agreement: In connection with the pledge of such Additional Collateral, Products Corporation entered into intercompany arrangements pursuant to which the Additional Collateral was contributed to a newly-formed subsidiary, Beautyge I, which then further contributed the Additional Collateral to its new wholly-owned subsidiary, Beautyge II, LLC. Products Corporation entered into a license and royalty arrangement on arm's length terms with Beautyge II, LLC to provide for the Company's continued use of the Additional Collateral during the term of the 2019 Term Loan Facility.

Interest and Fees: Interest accrues on the 2019 Term Loan Facility at a rate per annum of one-month adjusted LIBOR (which has a floor of 0%) plus a margin of 9.50%. Products Corporation is also obligated to pay customary fees and expenses in connection with the 2019 Term Loan Facility.

Affirmative and Negative Covenants: The 2019 Term Loan Agreement contains certain affirmative and negative covenants that, among other things, limit the Restricted Group's ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The 2019 Term Loan Agreement also contains additional covenants: (i) restricting the activities of the entities established to hold the Additional Collateral; (ii) limiting the incurrence of additional secured debt by the Restricted Group to an aggregate principal amount of $50 million (excluding the Amended 2016 Revolving Credit Facility and any refinancing of the 5.75% Senior Notes due 2021); (iii) restricting the transfer by the Restricted Group of material intellectual property to non-guarantor restricted subsidiaries or other affiliates; and (iv) limiting additional investments by Products Corporation and its subsidiary guarantors in any non-guarantor subsidiary to an outstanding amount of $50 million plus $10 million for ordinary course investments consistent with past practice. These negative covenants are subject to various exceptions, including an "available amount basket" based on 50% of Products Corporation's cumulative consolidated net income from October 1, 2016, subject to Products Corporation's compliance with a 5.0 to 1.0 ratio of Products Corporation's net debt to Consolidated EBITDA (as defined in the 2019 Term Loan Agreement), except such compliance is not required when such baskets are used to make investments.

Financial Covenants: The 2019 Term Loan Agreement contains financial covenants. First, Products Corporation cannot permit at any time both (x) the aggregate principal amount of secured and structurally senior debt to exceed $2.5 billion and (y) the ratio of Products Corporation's net secured and structurally senior debt to Consolidated EBITDA to be greater than 5.0 to 1.0, subject to a one-time equity cure right. Second, Products Corporation's Consolidated EBITDA cannot be less than $250 million for any test period ending on or after March 31, 2021.

Prepayments: The 2019 Term Loan Facility is subject to mandatory prepayments from: (i) the net proceeds from the issuance by Products Corporation or any of its restricted subsidiaries of certain additional debt; (ii) commencing with the excess cash flow calculation with respect to fiscal year ending December 31, 2020, 50% of excess cash flow, with step-downs to 25% and 0% upon achievement of certain first lien leverage ratios and reduced by voluntary prepayments of the 2019 Term Loan Facility, the 2016 Term Loan Facility and revolving loans under the Amended 2016 Revolving Credit Facility (to the extent commitments thereunder are permanently reduced); and (iii) asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property that have not been reinvested to the extent in excess of certain minimum amounts (subject to an aggregate reinvestment cap of $50 million). Products Corporation may voluntarily prepay the 2019 Term Loan Facility at any time. All voluntary prepayments, certain mandatory prepayments and repayments upon acceleration after an event of default of the 2019 Term Loan Facility must be accompanied by a fee (the "Applicable Premium") in an amount equal to: (i) prior to January 1, 2021, a make-whole amount with respect to interest payments through December 31, 2020 plus 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (ii) on and after January 1, 2021, but prior to January 1, 2022, 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (iii) on and after January 1, 2022, but prior to January 1, 2023, 7.5% of the aggregate principal amount prepaid, repaid or required to be repaid; or (iv) thereafter, 5% of the aggregate principal amount prepaid, repaid or required to be repaid. A 5% exit fee is also payable upon the final scheduled maturity of the 2019 Term Loan Facility or if the loans thereunder are accelerated upon an event of default. The 2019 Term Loan Agreement also contains certain customary representations, warranties and events of default.

Events of Default: The 2019 Term Loan Agreement includes customary events of default, including a cross default provision making it an event of default under the 2019 Term Loan Agreement if there is an event of default under Products Corporation's existing 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement or the Senior Notes Indentures. The lenders under the 2019 Term Loan Agreement may declare all outstanding loans under the 2019 Term Loan Agreement to be due and payable immediately upon an event of default. Under such circumstances, the lenders under the 2016 Credit Agreements, the Amended 2019 Senior Line of Credit Agreement and the 2018 Foreign Asset-Based Term Agreement may also declare all outstanding loans under such facilities to be due and payable immediately as a result of similar cross default provisions, and upon non-payment of any accelerated principal amount, the trustees or noteholders for the 5.75% Senior Notes and 6.25% Senior Notes may declare all outstanding notes to be due and payable immediately as a result of similar cross-acceleration provisions, subject to certain exceptions and limitations described in the relevant instruments. See Note 9, "Debt," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for further information on the maturities of the Company's long-term debt instruments.

Fees and expenses incurred in connection with consummating the 2019 Term Loan Agreement of approximately $14 million were capitalized and are being amortized to interest expense over the term of the 2019 Term Loan Agreement using the effective interest method. The aggregate principal amount outstanding under the 2019 Term Loan Facility Agreement at December 31, 2019 was $200 million.

Amended 2019 Senior Line of Credit Agreement

In June 2019, Products Corporation entered into a 2019 Senior Unsecured Line of Credit Agreement, providing Products Corporation with a $30 million senior unsecured line of credit from MacAndrews & Forbes Group, LLC, a subsidiary of Revlon's majority stockholder, which facility allows Products Corporation to request loans thereunder and to use the proceeds of such loans for working capital and other general corporate purposes until the facility matures. In November 2019, Products Corporation and MacAndrews & Forbes Group, LLC entered into the Amended and Restated 2019 Senior Unsecured Line of Credit Agreement (the "Amended 2019 Senior Line of Credit Agreement") to extend the maturity of such facility by 1-year, expiring December 31, 2020 (the "Amended 2019 Senior Line of Credit Facility"). As of December 31, 2019 and as of the November 7, 2019 extension date, there were no borrowings outstanding or repayments under the Amended 2019 Senior Line of Credit Facility.

Any loans outstanding under the Amended 2019 Senior Line of Credit Facility shall bear interest at an annual rate of 8%, which is payable quarterly in arrears in cash. Products Corporation may, at its option, prepay any borrowings under the Amended 2019 Senior Line of Credit Facility, in whole or in part (together with accrued and unpaid interest), at any time prior to maturity, without premium or penalty. Products Corporation is required to repay any outstanding loans under the Amended 2019 Senior Line of Credit Facility, together with accrued interest thereon, if for any reason Products Corporation or any of its subsidiaries has available unrestricted cash that Products Corporation determines, in its reasonable judgment, is not required to run their operations in the ordinary course of business, provided that such repayment would not result in material adverse tax consequences.

The Amended 2019 Senior Line of Credit Agreement includes customary events of default, including a cross default provision making it an event of default under the Amended 2019 Senior Line of Credit Agreement if there exists and continues an event default under Products Corporation's 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement or the Senior Notes Indentures. If any such event of default occurs, MacAndrews & Forbes Group, LLC may declare all outstanding loans under the Amended 2019 Senior Line of Credit Facility to be due and payable immediately.

March 2019 Amendment to the* 2016 *Revolving Credit Facility

In March 2019, Products Corporation, Revlon and certain of their subsidiaries entered into Amendment No. 2 ("Amendment No. 2") to the 2016 Revolving Credit Agreement (as amended by Amendment No. 2, the "Amended 2016 Revolving Credit Agreement") in respect of the 2016 Revolving Credit Facility (as in effect after Amendment No. 2, the "Amended 2016 Revolving Credit Facility"). Pursuant to the terms of Amendment No. 2, the maturity date applicable to the $41.5 million senior secured first in, last out Tranche B of the Amended 2016 Revolving Credit Facility was extended from April 17, 2019 to April 17, 2020. The 2016 Revolving Credit Agreement provided that the "Liquidity Amount" (defined in the Amended 2016 Revolving Credit Agreement as the sum of each borrowing base less the sum of (x) the aggregate outstanding extensions of credit under the Amended 2016 Revolving Credit Facility, and (y) any availability reserve in effect on such date) may exceed the aggregate commitments under the Amended 2016 Revolving Credit Facility by up to 5%. Amendment No. 2 limits the Liquidity Amount to no more than the aggregate commitments under the Amended 2016 Revolving Credit Facility. Under the 2016 Revolving Credit Agreement, a "Liquidity Event Period" generally occurred if Products Corporation's Liquidity Amount fell below the greater of $35 million and 10% of the maximum availability under the 2016 Revolving Credit Facility. Amendment No. 2 changed these thresholds to $50 million and 15%, respectively, only for purposes of triggering certain notification obligations of Products Corporation, increased borrowing base reporting frequency and the ability of the administrative agent to apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility. After entering into Amendment No. 2, in March 2019 Products Corporation's availability under the Amended 2016 Revolving Credit Facility was $37.3 million, which was less than the greater of $35 million and 10% of the maximum availability under the Amended 2016 Revolving Credit Facility, which at such date equated to $41.3 million. Accordingly, effective beginning in March 2019 Products Corporation is required to maintain a FCCR of a minimum of 1.0 to 1.0 (which it currently satisfies), the administrative agent may apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility, which the administrative agent began applying in March 2019, and Products Corporation is required to provide the administrative agent with weekly borrowing base certificates. Products Corporation will be required to: (i) maintain such 1.0 to 1.0 minimum FCCR until such time that availability under the Amended 2016 Revolving Credit Facility equals or exceeds the greater of $35 million and 10% of the maximum availability under such facility for at least 20 consecutive business days; and (ii) Products Corporation will continue to provide the administrative agent with weekly borrowing base certificates and the administrative agent may continue to apply amounts collected in controlled accounts as set forth above in each case until such time that availability under such facility is equal or exceeds the greater of $50 million and 15% of the maximum availability under such facility for at least 20 consecutive business days. Amendment No. 2 also adjusts, among other things, the "payment conditions" required to make unlimited restricted payments.

The Company's foreign operations held $102.5 million out of its total $104.3 million in cash and cash equivalents as of December 31, 2019. While the cash held by the Company's foreign subsidiaries is primarily used to fund their operations, the Company regularly assesses its global cash needs and the available sources of cash to fund these needs, which regularly includes repatriating foreign-held cash to settle historical intercompany loans and other intercompany payables. The Company believes that it has and will have sufficient liquidity to meet its cash needs for at least the next 12 months based upon the cash generated by its operations, cash on hand, availability under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings, along with the option to further settle historical intercompany loans and payables with certain foreign subsidiaries. See "Recent Developments – 2020 Refinancing Transactions" in Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations." The Company also expects to generate additional liquidity from cost reductions resulting from the implementation of the Revlon 2020 Restructuring Program and the 2018 Optimization Program, which was initiated during the fourth quarter of 2018, and cost reductions generated from other cost control initiatives, as well as funds provided by selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review. See "Recent Developments – Revlon 2020 Restructuring Program" in this Item 7. "Combined Management's Discussion and Analysis of Financial Condition and

Results of Operations." See also, "2019 Term Loan Facility" above in "Financial Condition, Liquidity and Capital Resources" within this 2019 Form 10-K and Item 1A. Risk Factors - "Restrictions and covenants in Products Corporation's various debt instruments limit its ability to take certain actions and impose consequences in the event of failure to comply." During 2019, as part of continuing to effectively manage its working capital needs, the Company continued to repatriate funds to the U.S. using tax-effective methods, such as through the settlement of historical loans and payables due from certain foreign subsidiaries.

In December 2017, the U.S. government enacted the Tax Act, which made broad and complex changes to the U.S. tax code, including a one-time transition tax on certain non-U.S. earnings, the current U.S. taxation of certain foreign earnings in 2018 and following years and limitations on tax deductions for interest expense in 2018 and following years. The Company was not subject to the one-time transition tax due to its deficit in foreign earnings as of the applicable measurement dates. Additionally, the Company determined that the limitation on interest deductibility did not impact the Company's 2018 federal cash taxes due to its net operating loss position. Further, as a result of the Company's anticipated net operating loss carryover to 2019, the Company expects that the Tax Act will not have a material impact on the Company's cash taxes or liquidity in 2019. As of December 31, 2018, the Company's accounting for the Tax Act was complete. For a further discussion, see Note 14, "Income Taxes," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K, as well as Item 1A. Risk Factors - "Uncertainties in the interpretation and application of the U.S. income tax provisions could have a material impact on the Company's financial condition, results of operations and/or cash flows."

Changes in Cash Flows

As of December 31, 2019, the Company had cash, cash equivalents and restricted cash of $104.5 million, compared with $87.5 million at December 31, 2018. The following table summarizes the Company's cash flows from operating, investing and financing activities for the periods presented:

	Year Ended December 31,	
	2019	2018
Net cash used in operating activities	$ (68.3)	$ (170.8)
Net cash provided by (used in) investing activities	2.1	(57.2)
Net cash provided by financing activities	84.3	233.1
Effect of exchange rate changes on cash and cash equivalents	(1.1)	(5.0)
Net increase in cash, cash equivalents and restricted cash	17.0	0.1
Cash, cash equivalents and restricted cash at beginning of period	87.5	87.4
Cash, cash equivalents and restricted cash at end of period	$ 104.5	$ 87.5

Operating Activities

Net cash used in operating activities was $68.3 million and $170.8 million during 2019 and 2018, respectively. The decrease in cash used in operating activities during 2019, compared to 2018, was primarily driven by favorable working capital changes and lower net loss in 2019 compared to 2018, as well as a result of the charges incurred in 2018 related to the effect of the Oxford, N.C. facility disruption.

Investing Activities

Net cash provided by investing activities was $2.1 million for 2019, compared to $57.2 million of net cash used in investing activities for 2018. The increase in cash provided by investing activities was related to $31.1 million of proceeds from the sale of certain assets in 2019, consisting of the Company's Natural Honey and Floid regional and local brands, and also by lower capital expenditures in 2019 compared to 2018.

Financing Activities

Net cash provided by financing activities was $84.3 million and $233.1 million during 2019 and 2018, respectively.

Net cash provided by financing activities during 2019 primarily included:

- $200.0 million of borrowings under the 2019 Term Loan Facility;

with the foregoing partially offset by:

- $62.6 million of repayments under the Amended 2016 Revolving Credit Facility;
- $18.0 million of repayments under the 2016 Term Loan Facility;
- $17.3 million of decreases in short-term borrowings and overdraft; and
- $15.3 million of payments of financing costs incurred in connection with consummating the 2019 Term Loan Facility in August 2019 and the 2018 Foreign Asset-Based Term Facility, which were $14.0 million and $1.3 million, respectively.

Net cash provided by financing activities for the year ended December 31, 2018 primarily included:

- $178.0 million of borrowings under the 2016 Revolving Credit Facility; and
- $88.9 million of borrowings under the 2018 Foreign Asset-Based Term Facility;

with the foregoing partially offset by:

- $18.0 million of repayments under the 2016 Term Loan Facility; and
- $9.7 million of payments of financing costs incurred in connection with the 2018 Foreign Asset-Based Term Facility and the Amendment No. 2 to the 2016 Revolving Credit Facility for $5.7 million and $4.0 million, respectively.

Long-Term Debt Instruments

See Note 9, "Debt," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for information, including, without limitation, information regarding their respective maturities, regarding Products Corporation's 2016 Term Loan Facility, Amended 2016 Revolving Credit Facility, 2019 Term Loan Facility, 2018 Foreign Asset-Based Term Facility, Amended 2019 Senior Line of Credit Facility, 5.75% Senior Notes and 6.25% Senior Notes. See also, "Recent Developments – 2020 Refinancing Transactions" in this Item 7. "Combined Management's Discussion and Analysis of Financial Condition and Results of Operations."

Covenants

Products Corporation was in compliance with all applicable covenants under the 2016 Credit Agreements, the 2019 Term Loan Agreement, the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement, as well as with all applicable covenants under its Senior Notes Indentures, as of December 31, 2019. As of December 31, 2019, the aggregate principal amounts outstanding and availability under Products Corporation's various revolving credit facilities were as follows:

	Commitment	Borrowing Base	Aggregate principal amount outstanding at December 31, 2019	Availability at December 31, 2019 (a)
Tranche A of the Amended 2016 Revolving Credit Facility	$ 400.0	$ 400.0	$ 230.9	$ 157.7
Tranche B of the Amended 2016 Revolving Credit Facility	41.5	41.5	41.5	—
Total Tranche A & B of the Amended 2016 Revolving Credit Facility(a)	$ 441.5	$ 441.5	$ 272.4	$ 157.7
Amended 2019 Senior Line of Credit Facility	$ 30.0	N/A	$ —	$ 30.0

[a] Availability at December 31, 2019 is based upon the borrowing base then in effect of $441.5 million, less $11.4 million of outstanding undrawn letters of credit and $272.4 million then drawn. As Products Corporation's consolidated fixed charge coverage ratio was greater than 1.0 to 1.0 as of December 31, 2019, all of the $157.7 million of availability under the Amended 2016 Revolving Credit Facility was available as of such date.

Products Corporation was in compliance with all applicable covenants under its Senior Notes Indentures as of December 31, 2019, with there being $500 million and $450 million in aggregate principal amount outstanding under the 5.75% Senior Notes and 6.25% Senior Notes, respectively, as of December 31, 2019.

Sources and Uses

The Company's principal sources of funds are expected to be operating revenues, cash on hand and funds that may be available from time to time for borrowing under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings. The 2016 Credit Agreements, the 2019 Term Loan Agreement, the Senior Notes Indentures and the 2018 Foreign Asset-Based Term Agreement contain certain provisions that by their terms limit Products Corporation's and its subsidiaries' ability to, among other things, incur additional debt, subject to certain exceptions.

The Company's principal uses of funds are expected to be the payment of operating expenses, including payments in connection with the purchase of permanent wall displays; capital expenditure requirements; debt service payments and costs; cash tax payments; pension and other post-retirement benefit plan contributions; payments in connection with the Company's restructuring programs, such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program; severance not otherwise included in the Company's restructuring programs; business and/or brand acquisitions (including, without limitation, through licensing transactions), if any; debt and/or equity repurchases, if any; costs related to litigation; and payments in connection with discontinuing non-core business lines and/or exiting and/or entering certain territories and/or channels of trade. For a further discussion, see Item 1A. Risk Factors – "A substantial portion of Products Corporation's indebtedness is subject to floating interest rates and the potential discontinuation or replacement of LIBOR could result in an increase to our interest expense."

The Company's cash contributions to its pension and post-retirement benefit plans in 2019 were $12.1 million. The Company expects that cash contributions to its pension and post-retirement benefit plans will be approximately $18 million for 2020. The Company's cash taxes paid in 2019 were $9.9 million. The Company expects to pay cash taxes totaling approximately $10 million to $15 million in the aggregate during 2020. For a further discussion, see Note 14, "Income Taxes," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K and Item 1A. Risk Factors - "Uncertainties in the interpretation and application of the U.S. income tax provisions could have a material impact on the Company's financial condition, results of operations and/or cash flows."

The Company's purchases of permanent wall displays and capital expenditures in 2019 were $46.2 million and $29.0 million, respectively. The Company expects that purchases of permanent wall displays will total approximately $40 million to $50 million during 2020 and expects that capital expenditures will total approximately $25 million to $35 million during 2020.

The Company has undertaken, and continues to assess, refine and implement, a number of programs to efficiently manage its working capital, including, among other things, initiatives intended to optimize inventory levels over time; centralized procurement to secure discounts and efficiencies; prudent management of trade receivables and accounts payable; and controls on general and administrative spending. In the ordinary course of business, the Company's source or use of cash from operating activities may vary on a quarterly basis as a result of a number of factors, including the timing of working capital flows.

Continuing to execute the Company's business initiatives could include taking advantage of additional opportunities to reposition, repackage or reformulate one or more brands or product lines, launching additional new products, acquiring businesses or brands (including, without limitation, through licensing transactions), divesting or discontinuing non-core business lines (which may include exiting certain territories), further refining the Company's approach to retail merchandising and/or taking further actions to optimize its manufacturing, sourcing and organizational size and structure. Any of these actions, the intended purpose of which would be to create value through improving the Company's financial performance, could result in the Company making investments and/or recognizing charges related to executing against such opportunities. Any such activities may be funded with operating revenues, cash on hand, funds that may be available from time to time under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, other permissible borrowings, the 2020 Refinancing Transactions and/or other permitted additional sources of capital, which actions could increase the Company's total debt.

The Company may also, from time-to-time, seek to retire or purchase its outstanding debt obligations and/or equity in open market purchases, block trades, privately negotiated purchase transactions or otherwise and may seek to refinance some or all of its indebtedness based upon market conditions. Any such retirement or purchase of debt and/or equity may be funded with operating cash flows of the business or other sources and will depend upon prevailing market conditions, liquidity requirements, contractual restrictions and other factors, and the amounts involved may be material.

The Company expects that operating revenues, cash on hand and funds that may be available from time-to-time for borrowing under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings will be sufficient to enable the Company to pay its operating expenses for 2020, including payments in connection with the purchase of permanent wall displays, capital expenditures, debt service payments and costs, cash tax payments, pension and other post-retirement plan contributions, payments in connection with the Company's restructuring programs, such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program, severance not otherwise included in the Company's restructuring programs, business and/or brand acquisitions (including, without limitation, through licensing transactions), if any, debt and/or equity repurchases, if any, costs related to litigation, discontinuing non-core business lines and/or entering and/or exiting certain territories and/or channels of trade. The Company also expects to generate additional liquidity from cost reductions resulting from the implementation of the Revlon 2020 Restructuring Program and the 2018 Optimization Program, as well as funds provided by selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review.

There can be no assurance that available funds will be sufficient to meet the Company’s cash requirements on a consolidated basis, as, among other things, the Company’s liquidity can be impacted by a number of factors, including its level of sales, costs and expenditures, as well as accounts receivable and inventory, which serve as the principal variables impacting the amount of liquidity available under Products Corporation’s Amended 2016 Revolving Credit Facility and the 2018 Foreign Asset-Based Term Facility. For example, subject to certain exceptions, loans under the 2018 Foreign Asset-Based Term Facility must be prepaid to the extent that outstanding loans exceed the borrowing base, consisting of accounts receivable and inventory.

If the Company’s anticipated level of revenues is not achieved because of, among other things, decreased consumer spending in response to weak economic conditions or weakness in the consumption of beauty products in one or more of the Company's segments; adverse changes in tariffs, foreign currency exchange rates, foreign currency controls and/or government-mandated pricing controls; decreased sales of the Company’s products as a result of increased competitive activities by the Company’s competitors and/or decreased performance by third-party suppliers, whether due to shortages of raw materials or otherwise; changes in consumer purchasing habits, including with respect to retailer preferences and/or sales channels, such as due to any further consumption declines that the Company has experienced; inventory management by the Company's customers; space reconfigurations or reductions in display space by the Company's customers; retail store closures in the brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels; changes in pricing, marketing, advertising and/or promotional strategies by the Company's customers; or less than anticipated results from the Company’s existing or new products or from its advertising, promotional, pricing and/or marketing plans; or if the Company’s expenses, including, without limitation, for the purchase of permanent displays, capital expenditures, debt service payments and costs, cash tax payments, pension and other post-retirement plan contributions, payments in connection with the Company’s restructuring programs (such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program), severance not otherwise included in the Company’s restructuring programs, business and/or brand acquisitions (including, without limitation, through licensing transactions), if any, debt and/or equity repurchases, if any, costs related to litigation, discontinuing non-core business lines and/or entering and/or exiting certain territories and/or channels of trade, advertising, promotional and marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise, exceed the anticipated level of expenses, the Company’s current sources of funds may be insufficient to meet the Company’s cash requirements.

Any such developments, if significant, could reduce the Company’s revenues and operating income and could adversely affect Products Corporation’s ability to comply with certain financial and/or other covenants under the 2016 Credit Agreements, the 2019 Term Loan Agreement, the Senior Notes Indentures and/or the 2018 Foreign Asset-Based Term Agreement and in such event the Company could be required to take measures, including, among other things, reducing discretionary spending. (For further discussion of certain risks associated with the Company's business and indebtedness, see Item 1A. "Risk Factors" in this 2019 Form 10-K.)

Derivative Financial Instruments

Foreign Currency Forward Exchange Contracts

Products Corporation enters into foreign currency forward exchange and option contracts ("FX Contracts") from time-to-time primarily for the purpose of hedging anticipated inventory purchases and certain intercompany payments denominated in currencies other than the local currencies of the Company’s foreign and domestic operations and generally have maturities of less than one year. The FX Contracts in the Company's hedging program matured in December 2018. The Company did not enter into any FX Contracts during the year ended December 31, 2019. The U.S. Dollar notional amounts of the FX Contracts outstanding at each of December 31, 2019 and December 31, 2018 were nil.

Interest Rate Swap Transaction

In November 2013, Products Corporation executed a forward-starting floating-to-fixed interest rate swap transaction (the "2013 Interest Rate Swap") that, at its inception, was based on a notional amount of $400 million in respect of indebtedness under the Old Acquisition Term Loan. The 2013 Interest Rate Swap expired in May 2018. Refer to Note 11, "Financial Instruments," in the Company’s Audited Consolidated Financial Statements in this 2019 Form 10-K for more information on this interest rate swap transaction.

Credit Risk

Exposure to credit risk in the event of nonperformance by any of the counterparties to the Company's outstanding hedging instruments is limited to the gross fair value of the derivative instruments in asset positions, which totaled nil as of December 31, 2019 and December 31, 2018. The Company has from time to time in the past attempted to minimize exposure to credit risk by generally entering into derivative contracts with counterparties that have investment-grade credit ratings and are major financial institutions. If applicable, the Company also periodically monitors any changes in the credit ratings of its counterparties. Given the credit standing of the counterparties that the Company has used from time to time to provide its derivative instruments, the Company believes the risk of loss arising from any non-performance by its counterparties under the derivative instruments that it has entered into from time to time would be remote.

Off-Balance Sheet Transactions

The Company does not maintain any off-balance sheet transactions, arrangements, obligations or other relationships with unconsolidated entities or others that are reasonably likely to have a material current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Discussion of Critical Accounting Policies

In the ordinary course of its business, the Company has made a number of estimates and assumptions relating to the reporting of results of operations and financial condition in the preparation of its financial statements in conformity with U.S. generally accepted accounting principles ("U.S. GAAP"). Actual results could differ significantly from those estimates and assumptions. It is also possible that other professionals, applying reasonable judgment to the same set of facts and circumstances, could develop a different conclusion. The Company believes that the following discussion addresses the Company's most critical accounting policies, which are those that are most important to the portrayal of the Company's financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain.

Sales Returns:

The Company allows customers to return their unsold products when they meet certain company-established criteria as outlined in the Company's trade terms. The Company regularly reviews and revises, when deemed necessary, its estimates of sales returns based primarily upon historical rate of actual product returns, planned product discontinuances, new product launches and estimates of customer inventory and promotional sales, which would permit customers to return products based upon the Company's trade terms. The Company records estimated sales returns as a reduction to sales and cost of sales, and an increase in accrued liabilities and inventories.

Returned products, which are recorded as inventories, are valued based upon the amount that the Company expects to realize upon their subsequent disposition. The physical condition and marketability of the returned products are the major factors the Company considers in estimating realizable value. Cost of sales includes the cost of refurbishment of returned products. Actual returns, as well as realized values on returned products, may differ significantly, either favorably or unfavorably, from the Company’s estimates if factors such as product discontinuances, customer inventory levels or competitive conditions differ from the Company’s estimates and expectations and, in the case of actual product returns, if economic conditions differ significantly from the Company’s estimates and expectations. For returned products that the Company expects to resell at a profit, the Company records, in addition to sales returns as a reduction to sales and cost of sales and an increase to accrued liabilities for the amount expected to be refunded to the customer, an increase to the asset account used to reflect the Company's right to recover products. The amount of the asset account is valued based upon the former carrying amount of the product (i.e., inventory), less any expected costs to recover the products. As the estimated product returns that are expected to be resold at a profit do not comprise a significant amount of the Company's net sales or assets, the Company does not separately report these amounts.

Pension Benefits:

The Company sponsors both funded and unfunded pension and other retirement plans in various forms covering employees who meet the applicable eligibility requirements. The Company uses several statistical and other factors in an attempt to estimate future events in calculating the liability and net periodic benefit income/cost related to these plans. These factors include assumptions about the discount rate, expected long-term return on plan assets and rate of future compensation increases as determined annually by the Company, within certain guidelines, which assumptions would be subject to revisions if significant events occur during the year. The Company uses December 31st as its measurement date for defined benefit pension plan obligations and plan assets.

The Company applies the "full yield curve" approach, an alternative approach from the single weighted-average discount rate approach, to calculate the service and interest components of net periodic benefit cost for pension and other post-retirement benefits. Under this method, the discount rate assumption was built through the application of specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows for each of the Company's pension and other retirement plans.

The Company utilized a 3.01% weighted-average discount rate in 2019 for the Company's U.S. defined benefit pension plans, compared to a 4.13% weighted-average discount rate in 2018. The Company utilized a 1.81% weighted-average discount rate for the Company’s international defined benefit pension plans in 2019, compared to a 2.52% weighted-average discount rate selected in 2018. The discount rates are used to measure the benefit obligations at the measurement date and the net periodic benefit income/cost for the subsequent calendar year and are reset annually using data available at the measurement date. The changes in the discount rates used for 2019 were primarily due to observed decreases in long-term interest yields on high-quality corporate bonds during 2019. At December 31, 2019, the decrease in the discount rates from December 31, 2018 had the effect of increasing the Company’s projected pension benefit obligation by approximately $65.5 million.

(all tabular amounts in millions, except share and per share amounts)

In selecting its expected long-term rate of return on its plan assets, the Company considers a number of factors, including, without limitation, recent and historical performance of plan assets, the plan portfolios' asset allocations over a variety of time periods compared with third-party studies, the performance of the capital markets in recent years and other factors, as well as advice from various third parties, such as the plans' advisors, investment managers and actuaries. While the Company considered both the recent performance and the historical performance of plan assets, the Company's assumptions are based primarily on its estimates of long-term, prospective rates of return. The difference between actual and expected return on plan assets is reported as a component of accumulated other comprehensive (loss) income and the resulting gains or losses are amortized over future periods as a component of the net periodic benefit cost. For the Company's U.S. defined benefit pension plans, the expected long-term rate of return on the pension plan assets used was 6.00% for both 2019 and 2018. The weighted-average expected long-term rate of return used for the Company's international plans was 4.86% for 2019 and 4.95% for 2018. For 2019, the actual return on pension plan assets was $61.3 million, as compared with expected return on plan assets of $25.1 million. The resulting net deferred gain of $36.2 million, when combined with gains and losses from previous years, will be amortized over periods ranging from approximately 10 to 30 years. The actual return on plan assets for 2019 was above expectations, primarily due to higher returns from investments in developed equity markets, bank loans and bond yields.

The table below reflects the Company's estimates of the possible effects that changes in the discount rates and expected long-term rates of return would have had on its 2019 net periodic benefit costs and its projected benefit obligation at December 31, 2019 for the Company's principal defined benefit pension plans, with all other assumptions remaining constant:

	Effect of 25 basis points increase		**Effect of 25 basis points decrease**	
	Net periodic benefit costs	**Projected pension benefit obligation**	**Net periodic benefit costs**	**Projected pension benefit obligation**
Discount rate	$ 1.7	$ (15.6)	$ 1.5	$ 16.3
Expected long-term rate of return	$ (0.4)	$ —	$ 1.8	$ —

The rate of future compensation increases is another assumption used by the Company's third-party actuarial consultants for pension accounting. The rate of future compensation increases used for the Company's projected pension benefit obligation in both 2019 and 2018 was 3.50% for the U.S. defined benefit pension plans. Such increase was not applied to the Revlon Employees' Retirement Plan and the Revlon Pension Equalization Plan, as the rate of future compensation increases is no longer relevant to such plans due to plan amendments that effectively froze these plans as of December 31, 2009. During 2019, the UAW Plan was frozen and the rate of future compensation increase is no longer applicable.

In addition, the Company's actuarial consultants also use other factors such as withdrawal and mortality rates. The actuarial assumptions used by the Company may differ materially from actual results due to changing market and economic conditions, higher or lower withdrawal rates or longer or shorter life spans of participants, among other things. Differences from these assumptions could significantly impact the actual amount of net periodic benefit cost and liability recorded by the Company.

To determine the fiscal 2020 net periodic benefit income/cost, the Company is using the "full yield curve" approach described above to separately calculate discount rates for each of the service and interest components. The following table represents the weighted average discount rates used in calculating each component of service and interest costs for the Company's U.S. and international defined benefit pension plans:

	U.S. Plans	**International Plans**
Interest cost on projected benefit obligation	2.58 %	1.95 %
Service cost[(a)]	N/A	0.32 %
Interest cost on service cost[(a)]	N/A	0.16 %

(a) Service cost and interest on service cost are no longer applicable for the U.S. plans as the UAW Plan was frozen during 2019.

For 2020, the Company is using long-term rates of return on pension plan assets of 5.50% and 3.39% for its U.S. and international defined benefit pension plans, respectively. The Company expects that the impact of the changes in discount rates and the return on plan assets in 2020 will result in net periodic benefit cost of $5.1 million for 2020, compared to $7.2 million of net periodic benefit cost in 2019.

Goodwill and Acquired Intangible Assets:

In determining the fair values of net assets acquired, including trade names, customer relationships and other intangible assets, and resulting goodwill related to the Company's business acquisitions, the Company considers, among other factors, the analyses of historical financial performance and an estimate of the future performance of the acquired business. The fair values of the acquired intangible assets are primarily calculated using a discounted cash flow approach.

Determining fair value requires significant estimates and assumptions based on evaluating a number of factors, such as marketplace participants, product life cycles, consumer awareness, brand history and future expansion expectations. There are significant judgments inherent in a discounted cash flow approach, including in selecting appropriate discount rates, hypothetical royalty rates, contributory asset capital charges, estimating the amount and timing of future cash flows and identifying appropriate terminal growth rate assumptions. The discount rates used in discounted cash flow analyses are intended to reflect the risk inherent in the projected future cash flows generated by the respective acquired intangible assets.

Determining an acquired intangible asset's useful life requires management judgment and is based on evaluating a number of factors, including the expected use of the asset, consumer awareness, trade name history and future expansion expectations, as well as any contractual provisions that could limit or extend an asset's useful life. The Company believes that an acquired trade name has an indefinite life if it has a history of strong revenue and cash flow performance, and the Company has the intent and ability to support the trade name with marketplace spending for the foreseeable future. If this indefinite-lived criteria is not met, acquired trade names are amortized over their expected useful lives, which generally range from 5 to 20 years.

Effective January 1, 2018, the Company implemented its brand-centric organizational structure which is built around four global brand teams: Revlon; Elizabeth Arden; Portfolio; and Fragrances, which also represent the Company's reporting segments. Concurrent with the change in reporting segments, goodwill was reassigned to the affected reporting units that have been identified within each reporting segment using a relative fair value allocation approach as outlined in Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other*. Goodwill totaled $673.7 million and $673.9 million as of December 31, 2019 and 2018, respectively. As of December 31, 2019, goodwill of $264.9 million, $171.1 million, $116.9 million and $120.8 million related to the Revlon, Portfolio, Elizabeth Arden and Fragrances segments, respectively. Indefinite-lived intangibles totaled $143.8 million and $145.2 million as of December 31, 2019 and 2018, respectively.

In accordance with Financial Accounting Standards Board ("FASB"), Accounting Standard Codification ("ASC") 350, *Intangibles - Goodwill and Other* ("ASC 350"), goodwill and indefinite-lived intangible assets are not amortized, but rather are reviewed annually for impairment using October 1st carrying values, or when there is evidence that events or changes in circumstances indicate that the current carrying amounts may not be recovered. Under this standard, the Company annually has the option to first assess qualitatively, based on relevant events and circumstances, whether it is more likely than not that there has been an impairment, or perform a quantitative analysis to assess the existence of any such impairment. If the qualitative analysis shows that it is more likely than not that the fair value of a reporting unit is higher than its carrying amount, the quantitative analysis is not required. If the qualitative analysis fails, the quantitative analysis is required. Per the simplified approach allowed under ASU No. 2017-04, "Simplifying the Test for Goodwill Impairment," adopted by the Company as of October 1, 2018, if the carrying value of the reporting unit exceeds the fair value of the reporting unit, the goodwill impairment charge is equal to the amount of such difference. The inputs and assumptions utilized in the analyses are classified as Level 3 inputs in the fair value hierarchy. Goodwill is tested for impairment at the reporting unit level.

The Company establishes its reporting units based on its current reporting structure, product characteristics and management. Within each of the Elizabeth Arden and Portfolio segments, the Company has identified two reporting units. The two reporting units within the Elizabeth Arden segment are: (i) Elizabeth Arden Skin and Color, which includes Elizabeth Arden skin care and color cosmetics brands; and (ii) Elizabeth Arden Fragrances, which includes Elizabeth Arden branded fragrances. The two reporting units within the Portfolio segment are: (i) Mass Portfolio, which includes the Company's brands sold primarily through the mass retail channel; and (ii) Professional Portfolio, which includes the Company's brands sold primarily through professional salons. The Company's Revlon and Fragrances reporting units are consistent with the reportable segments identified in Note 17, "Segment Data and Related Information," in the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K. For purposes of testing goodwill for impairment, goodwill has been allocated to each reporting unit to the extent that goodwill relates to each reporting unit.

Q1 2018 change in reporting segments and impairment analysis

Concurrent with the change in reporting segments described above, effective January 1, 2018, during the first quarter of 2018 the Company utilized the relative fair value allocation approach, as outlined in ASC 350, to reassign goodwill to the affected reporting units identified within each reporting segment, using December 31, 2017 carrying values. The Company utilized the two-step process in assessing whether goodwill was impaired for each of the Company's six reporting units: (i) Revlon; (ii) Elizabeth Arden Skin and Color; (iii) Elizabeth Arden Fragrances; (iv) Mass Portfolio; (v) Professional Portfolio; and (vi) Fragrances. As a result of this impairment testing, the Company determined that it was more likely than not that the fair values of each of these reporting units exceeded their respective carrying amounts.

Annual impairment testing

For 2019, in assessing whether goodwill was impaired in connection with its annual impairment testing performed during the fourth quarter of 2019 using October 1st, 2019 carrying values, the Company, in accordance with ASC 350, performed qualitative assessments for its (i) Revlon, (ii) Elizabeth Arden Skin and Color and (iii) Fragrances reporting units and a quantitative assessment for its (x) Mass Portfolio, (y) Professional Portfolio and (z) Elizabeth Arden Fragrances reporting units.

In performing the 2019 qualitative assessment, the Company considered, among other factors, the financial performance of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units, as well as the results of the annual quantitative analysis performed in 2018 for each of these reporting units. Based upon such assessment, the Company determined that it was more likely than not that the fair value of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units exceeded their respective carrying amounts for 2019.

In performing the 2019 quantitative assessment, the Company used the simplified approach allowed under ASU No. 2017-04, "Simplifying the Test for Goodwill Impairment," which the Company early adopted in October 2018, to test its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units for impairment. Based upon such assessment, the Company determined that it was more likely than not that the fair values of each of its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units exceeded their respective carrying amounts for 2019. The fair values of the Company’s reporting units exceeded their carrying amounts ranging from approximately 8% to approximately 58% as of the October 1, 2019 valuation date. The fair values of the Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units are in excess of the respective carrying values by approximately 8%, 12%, and 12%, respectively. As of December 31, 2019, the Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units had goodwill balances of $54.3 million, $116.8 million and $49.4 million, respectively.

The above-mentioned fair values were determined using a weighted average market and income approach. The income approach requires several assumptions including future sales growth, EBITDA (earnings before interest, taxes, depreciation and amortization) margins, and capital expenditures, which are the basis for the information used in the discounted cash flow model. The key assumptions used to determine the estimated fair value of the reporting unit are predicated on the success of future new product launches, the achievement of international expansion plans, and the realization of cost reduction and other efficiency efforts. If such plans do not materialize, or if there are further challenges in the business environment in which this reporting unit operates, a resulting change in the key assumptions (e.g., long-term financial projections) could have a negative impact on the estimated fair value of the reporting unit, and it is possible the Company could recognize an impairment charge.

For 2018, the Company first performed a qualitative assessment on all of its reporting units, which indicated that indicators of impairment existed for its Mass Portfolio reporting unit within the Portfolio segment. Subsequently, the Company used the simplified approach allowed under ASU No. 2017-04 to test its Mass Portfolio reporting unit for impairment. Following the results of such assessment, the Company recognized an $18.0 million non-cash goodwill impairment charge related to the Mass Portfolio reporting unit within the Portfolio segment in the fourth quarter of 2018. Following the recognition of this non-cash goodwill impairment charge, the Mass Portfolio reporting unit had $54.3 million in remaining goodwill as of December 31, 2018.

For each of 2019 and 2018, no impairment was recognized related to the carrying value of any of the Company's finite or indefinite-lived intangible assets as a result of the annual impairment testing.

See Note 7, "Goodwill and Intangible Assets, Net," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for further information on the Company's goodwill and intangible assets.

Income Taxes:

The Company records income taxes based on amounts payable with respect to the current year and includes the effect of deferred taxes. The effective tax rate reflects statutory tax rates, tax-planning opportunities that may be available in various jurisdictions in which the Company operates and the Company’s estimate of the ultimate outcome of various tax audits and issues. Determining the Company’s effective tax rate and evaluating tax positions requires significant judgment.

The Company recognizes deferred tax assets and liabilities for the future impact of differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases, as well as for operating loss and tax credit carryforwards. The Company measures deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which management expects that the Company will recover or settle those differences. The realization of the deferred tax assets is primarily dependent on forecasted future taxable income. The Company establishes a valuation allowance for deferred tax assets when management determines that it is more likely than not that the Company will not realize a tax benefit for the deferred tax assets. Any reduction in estimated forecasted future taxable income may require the Company to record valuation allowances against deferred tax assets on which a valuation allowance was not previously established. See "Management’s Discussion and Analysis of Financial Condition and Results of Operations - Provision for Income Taxes," for further information.

The Company recognizes a tax position in its financial statements when management determines that it was more likely than not that the position will be sustained upon examination, based on the merits of such position. The Company recognizes liabilities for unrecognized tax positions in the U.S. and other tax jurisdictions based on an estimate of whether and the extent to which additional taxes will be due. If payment of these amounts is ultimately not required, the reversal of the liabilities would result in additional tax benefits recognized in the period in which the Company determines that the liabilities are no longer required. If the estimate of tax liabilities is ultimately less than the final assessment, this will result in a further charge to expense. The Company recognizes interest and penalties related to income tax matters in income tax expense.

As of December 31, 2019, the Company is indefinitely reinvested in the accumulated undistributed earnings of all of its foreign subsidiaries. If earnings are repatriated, any excess of financial reporting over tax basis could be subject to federal, state and foreign withholding taxes. At this time, the determination of deferred tax liabilities on the amount of financial reporting over tax basis is not practicable.

See Note 14, "Income Taxes," to the Company's Audited Consolidated Financial Statements in this 2019 Form 10-K for further information.

Recently Evaluated and/or Adopted Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02" or "ASC 842"), which requires lessees to recognize a right-of-use asset and a related lease liability on the balance sheet for all leases, with the exception of short-term leases. The lease liability will be equal to the present value of lease payments and the right-of-use asset will be based on the lease liability, subject to certain adjustments, such as initial direct costs. Leases will continue to be classified as either operating or finance leases in the income statement. This guidance is effective for annual periods beginning after December 15, 2018, with early adoption permitted. The Company adopted ASU No. 2016-02 beginning as of January 1, 2019, using a modified retrospective approach and applying the standard’s transition provisions at the effective date of January 1, 2019. In addition, the Company elected to apply the package of practical expedients identified under ASC 842. See Note 6, "Property, Plant and Equipment," to the Company’s Audited Consolidated Financial Statements in this 2019 Form 10-K for additional disclosures provided as a result of ASU No. 2016-02.

In February 2018, the FASB issued ASU No. 2018-02, "Income Statement - Reporting Comprehensive Income (Topic 220) - Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which gives entities the option to reclassify tax effects stranded in accumulated other comprehensive income as a result of the Tax Cuts and Jobs Act of 2017 (the "Tax Act") to retained earnings. This guidance was effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Entities are required to make additional disclosures, regardless of whether they elect to reclassify stranded amounts of tax effects. The Company has elected not to adopt this amendment and will include required financial statement disclosures, as applicable, and the Company does not expect any impact to its results of operations and/or financial condition as a result of such determination.

Recently Issued Accounting Pronouncements

In December 2019, the FASB issued ASU No. 2019-12, "Income Taxes (Topic 740) - Simplifying the Accounting for Income Taxes," which removes certain exceptions for recognizing deferred taxes for investments, performing intra-period allocations and calculating income taxes in interim periods. This ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. This guidance is effective for annual periods beginning after December 15, 2020, with early adoption permitted, including adoption in any interim period. An entity that elects to early adopt the amendments in an interim period should reflect any adjustments as of the beginning of the annual period that includes that interim period. Additionally, an entity that elects early adoption must adopt all the amendments in the same period. The amendments in this ASU that are related to separate financial statements of legal entities that are not subject to tax should be applied on a retrospective basis for all periods presented. The amendments in this ASU that are related to changes in ownership of foreign equity method investments or foreign subsidiaries should be applied on a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. The amendments in this ASU that are related to franchise taxes that are partially based on income should be applied on either a retrospective basis for all periods presented or a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. All other amendments under this ASU should be applied on a prospective basis. The Company is in the process of assessing the impact, if any, that this ASU is expected to have on the Company's results of operations, financial condition and/or financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-15, "Internal Use Software (Subtopic 350-40) - Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract," which requires a customer in a cloud computing hosting arrangement that is a service contract to follow the existing guidance in ASC 350-40 on internal-use software to determine which implementation costs are to be deferred and recognized as an asset and which costs are to be expensed as incurred. This guidance is effective for annual periods beginning after December 15, 2019, with early adoption permitted, and may be applied either retrospectively or prospectively to all software implementation costs incurred after adoption. The Company adopted ASU No. 2018-15 prospectively, beginning as of January 1, 2020. The Company has completed its assessment and has determined that this new guidance will not have a material impact on the Company's results of operations, financial condition and/or financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-14, "Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans." This new guidance removes certain disclosures that are not considered cost beneficial, clarifies certain required disclosures and requires certain additional disclosures. This guidance is effective for annual periods beginning after December 15, 2020, with early adoption permitted. The Company will adopt this guidance (on a retrospective basis for certain new additional disclosures), beginning as of January 1, 2021. While the Company is currently assessing the impact of this new pronouncement, the new guidance, which only affects disclosure items, is not expected to have a material impact on the Company's results of operations, financial condition and/or financial statement disclosures.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments," which was subsequently amended in November 2018 through ASU No. 2018-19, "Codification Improvements to Topic 326, Financial Instruments - Credit Losses." ASU No. 2016-13 will require entities to estimate lifetime expected credit losses for trade and other receivables, net investments in leases, financing receivables, debt securities and other instruments, which will result in earlier recognition of credit losses. Further, the new credit loss model will affect how entities in all industries estimate their allowance for losses for receivables that are current with respect to their payment terms. ASU No. 2018-19 further clarifies that receivables arising from operating leases are not within the scope of Topic 326. Instead, impairment from receivables of operating leases should be accounted for in accordance with Topic 842, Leases. In November 2019, the FASB issued ASU No. 2019-10, which, among other things, deferred the application of the new guidance on credit losses for smaller reporting companies ("SRC") to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. This guidance will be applied through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective (i.e., a modified-retrospective approach). Under the above-mentioned deferral, the Company expects to adopt ASU No. 2016-03, and the related ASU No. 2018-19 amendments, beginning as of January 1, 2023 and is in the process of assessing the impact, if any, that this new guidance is expected to have on the Company's results of operations, financial condition and/or financial statement disclosures.

Inflation

The Company's costs are affected by inflation and the effects of inflation that the Company may experience in future periods. Management believes, however, that such effects have not been material to the Company during the past two years in the U.S. and in foreign non-hyperinflationary countries. In hyperinflationary foreign countries, the Company attempts to mitigate the effects of inflation by increasing prices in line with inflation, where possible, and efficiently managing its costs and working capital levels.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Not applicable as a smaller reporting company.

Item 8. Financial Statements and Supplementary Data

Reference is made to the Index of the Company's Consolidated Financial Statements and the Notes thereto. Supplementary Data not applicable as a smaller reporting company.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

None.

Item 9A. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures. The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the fiscal period covered by this 2019 Form 10-K. Based upon such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of December 31, 2019. Please see section (b) below for a discussion of the Company's remediation of a previously-reported material weakness.

(b) Management's Annual Report on Internal Control over Financial Reporting. The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting. The Company's internal control system is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation and fair presentation of published financial statements in accordance with U.S. GAAP and includes those policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of its assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of its financial statements in accordance with U.S. GAAP, and that its receipts and expenditures are being made only in accordance with authorizations of its management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Management's projections of any evaluation of the effectiveness of internal control over financial reporting as to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

The Company's management, under the oversight of the Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2019 and in making this assessment used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission Internal Control-Integrated Framework (2013). Based on this assessment, the Company's management, under the oversight of the Chief Executive Officer and Chief Financial Officer, determined that the Company's internal control over financial reporting was effective as of December 31, 2019. Please see below for a discussion of the Company's remediation of a previously-reported material weakness.

KPMG LLP, the Company's independent registered public accounting firm that audited the Company's 2019 Consolidated Financial Statements for the period ended December 31, 2019 included in this 2019 Form 10-K, has issued a report on the Company's internal control over financial reporting. This report appears on page F-3 of the 2019 Consolidated Financial Statements.

Remediation of Previously-Reported Material Weakness

As previously disclosed in "Part II, Item 9A – Controls and Procedures" in the Company's 2018 Form 10-K, in connection with its assessment for the fiscal year ended December 31, 2018, the Company's management identified the following deficiencies in its internal control over financial reporting that existed as of December 31, 2018, primarily as a result of the previously-disclosed implementation of the Company's new ERP system in the U.S. during 2018:

i. the Company did not perform an effective continuous risk assessment process that adequately identified and assessed risks affecting the Company's internal controls over financial reporting associated with the implementation of its new ERP system in the U.S.;
ii. the Company did not maintain a sufficient number of knowledgeable, trained personnel in the U.S. operations impacted by the ERP system implementation and in various other operations across the Company who understood and were held accountable for their assigned responsibilities for the design, implementation and operation of internal controls over financial reporting; and

iii. as a result, the Company did not design, implement and consistently operate effective process-level controls to ensure that it appropriately (a) recorded and accounted for inventory, accounts receivable, net sales and cost of goods sold, (b) reconciled balance sheet accounts, (c) reviewed and approved the complete population of manual journal entries and (d) used complete and accurate information in performing manual controls.

While these control deficiencies that existed for the fiscal year ended December 31, 2018 did not result in any material misstatement of the Company's 2018 Consolidated Financial Statements, the Company's management concluded that these deficiencies represented a material weakness for the fiscal year ended December 31, 2018, and that the Company's internal control over financial reporting was not effective as of December 31, 2018. Notwithstanding that material weakness, in preparing its 2018 Consolidated Financial Statements, the Company performed additional procedures, such as enhanced review procedures over key financial statement line items, enhanced quarterly certifications and enhanced disclosure processes throughout the Company, and determined that the Consolidated Financial Statements included in its 2018 Form 10-K were prepared in accordance with U.S. GAAP and fairly presented in all material respects the Company's financial condition, results of operations and cash flow for the periods presented. Based on the material weakness that existed as of December 31, 2018, the Company's independent registered public accounting firm, KPMG LLP, issued an adverse report on the Company's 2018 internal control over financial reporting.

As a result of the foregoing, throughout 2019, to remediate the material weakness that impacted the fiscal year ended December 31, 2018, the Company: (i) implemented enhancements to company-wide risk assessment processes; (ii) implemented monitoring controls over IT implementations and other significant process changes and the related impact on the Company's risk assessment and control environment; (iii) added staff focused on internal control oversight and delivered training for staff responsible for internal control over financial reporting; (iv) enhanced the Company's process and control documentation; (v) implemented new processes and controls relative to the execution and oversight of inventory, accounts receivable, net sales and cost of goods sold; (vi) enhanced processes and controls over account reconciliations and manual journal entries; (vii) implemented monitoring controls over employee accountability and compliance for control design and operation; and (viii) implemented new processes and controls to ensure the completeness and accuracy of information used in performing manual controls.

During the fourth quarter of 2019 and prior to the filing of the 2019 Form 10-K, the Company completed its testing of the newly-designed controls. In light of the foregoing remediation activities and testing of controls, the Company's management determined that the Company's internal control over financial reporting was effective as of December 31, 2019.

For further information, see Part I, Item 1A. Risk Factors – "The Company previously identified a material weakness in its internal control over financial reporting, which has now been remediated. Any failure to maintain effective internal control over financial reporting could have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows."

(c) Changes in Internal Control Over Financial Reporting ("ICFR"). Other than as described in section (b) above, there have not been any changes in the Company's internal control over financial reporting during the quarter ended December 31, 2019 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

Extension of E. Scott Beattie's Consulting Agreement.

On March 11, 2020 (the "Effective Date"), the Company and E. Scott Beattie, a Revlon director, entered into an Amended and Restated Consulting Agreement (the "2020 Consulting Agreement"), pursuant to which he will continue to serve as Senior Advisor to the Company's CEO for an additional year following the Effective Date, subject to automatic 1-year renewals, unless either party elects not to renew, and subject to certain standard termination rights (the "Term"). During the Term and commencing retroactive to the November 2019 expiration of his 2016 consulting agreement, the Company will pay Mr. Beattie a fee of $250,000 per year, supplemental to the Board's compensation program for non-employee directors. The foregoing description of the 2020 Consulting Agreement is qualified in its entirety by reference to the full text of such agreement, a copy of which is incorporated by reference into this Form 10-K as Exhibit 10.20.

Forward-Looking Statements

This Annual Report on Form 10-K for the period ended December 31, 2019, as well as the Company's other public documents and statements, may contain forward-looking statements that involve risks and uncertainties, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on the beliefs, expectations, estimates, projections, assumptions, forecasts, plans, anticipations, targets, outlooks, initiatives, visions, objectives, strategies, opportunities, drivers, focus and intents of the Company's management. While the Company believes that its estimates and assumptions are reasonable, the Company cautions that it is very difficult to predict the impact of known and unknown factors, and, of course, it is impossible for the Company to anticipate all factors that could affect its results. The Company's actual results may differ materially from those discussed in such forward-looking statements. Such statements include, without limitation, the Company's expectations, plans and estimates (whether qualitative or quantitative) as to:

(i) the Company's future financial performance and/or sales growth;

(ii) the effect on sales of decreased consumer spending in response to weak economic conditions or weakness in the consumption of beauty products in one or more of the Company's segments; adverse changes in tariffs, foreign currency exchange rates, foreign currency controls and/or government-mandated pricing controls; decreased sales of the Company's products as a result of increased competitive activities by the Company's competitors and/or decreased performance by third-party suppliers, whether due to shortages of raw materials or otherwise, changes in consumer purchasing habits, including with respect to retailer preferences and/or among sales channels, such as due to the continuing consumption declines in core beauty categories in the mass retail channel in North America; inventory management by the Company's customers; inventory de-stocking by certain retail customers; space reconfigurations or reductions in display space by the Company's customers; retail store closures in the brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels; changes in pricing, marketing, advertising and/or promotional strategies by the Company's customers; less than anticipated results from the Company's existing or new products or from its advertising, promotional, pricing and/or marketing plans; or if the Company's expenses, including, without limitation, for the purchase of permanent displays, capital expenditures, debt service payments and costs, cash tax payments, pension and other post-retirement plan contributions, payments in connection with the Company's restructuring programs (such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program), severance not otherwise included in the Company's restructuring programs, business and/or brand acquisitions (including, without limitation, through licensing transactions), if any, debt and/or equity repurchases, if any, costs related to litigation, discontinuing non-core business lines and/or entering and/or exiting certain territories and/or channels of trade, advertising, promotional and marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise, exceed the anticipated level of expenses;

(iii) the Company's belief that continuing to execute its business initiatives could include taking advantage of additional opportunities to reposition, repackage or reformulate one or more brands or product lines, launching additional new products, acquiring businesses or brands (including through licensing transactions, if any), divesting or discontinuing non-core business lines (which may include exiting certain territories), further refining its approach to retail merchandising and/or taking further actions to optimize its manufacturing, sourcing and organizational size and structure, any of which, the intended purpose would be to create value through improving the Company's financial performance, could result in the Company making investments and/or recognizing charges related to executing against such opportunities, which activities may be funded with operating revenues, cash on hand, funds available under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions, other permissible borrowings and/or other permitted additional sources of capital, which actions could increase the Company's total debt;

(iv) the Company's plans to remain focused on its 3 key strategic pillars to drive its future success and growth, including (1) strengthening its iconic brands through innovation and relevant product portfolios; (2) building its capabilities to better communicate and connect with its consumers through media channels where they spend the most time; and (3) ensuring availability of its products where consumers shop, both in-store and increasingly online;

(v) the effect of restructuring activities, restructuring costs and charges, the timing of restructuring payments and the benefits from such activities, including, without limitation: (A) in connection with implementing the EA Integration Restructuring Program, consolidating offices, eliminating certain duplicative activities and streamlining back-office support (which are designed to reduce the Company's SG&A expenses); (B) the Company's 2018 Optimization Program designed to streamline the Company's operations, reporting structures and business processes, with the objective of maximizing productivity and improving profitability, cash flows and liquidity, with the major initiatives underlying such program including: (1) optimizing its global supply chain and realizing manufacturing efficiencies and rationalizing its global warehouse network and office locations to drive greater efficiency, lower its cost base and enhance its speed-to-market capabilities for new innovations; (2) enhancing in-market execution and optimizing its commercial and organizational structures to create more efficient global and regional capabilities; and (3) reducing overhead costs and streamlining functions and workflows by leveraging technology and shared services and standardizing and simplifying its business processes, leading to greater agility and faster decision-making; (C) the Company's expectations regarding the amount and timing of the charges and payments related to the 2018 Optimization Program, including that: (1) it recognized approximately $39.5 million of cumulative total pre-tax restructuring and related charges, consisting of employee-related costs, such as severance, pension and other termination costs, as well as related third party expenses; (2) it incurred approximately $6.5 million of additional capital expenditures; (3) of the restructuring charges, it recorded pre-tax restructuring charges of $16.1 million in 2019 related to the 2018 Optimization Program; and (4) approximately 88% of the restructuring charges are to be paid in cash, with approximately $25.9 million already paid through December 31, 2019, and substantially all of the remaining balance is expected to be paid by the end of 2020; and (D) (1) the Company's plans to begin the process of implementing the Revlon 2020 Restructuring Program; including its expectation and belief that the Revlon 2020 Restructuring Program will reduce the Company's selling, general and administrative expenses, as well as cost of goods sold, improve the Company's gross profit and Adjusted EBITDA and maximize productivity, cash flow and liquidity, as well as rightsizing the organization and operating with more efficient workflows and processes and that the leaner organizational structure will improve communication flow and cross-functional collaboration, leveraging the more efficient business processes; (2) the Company's expectation that the Revlon 2020 Restructuring Program will result in the elimination of approximately 1,000 positions worldwide including approximately 650 current employees and approximately 350 open positions; (3) the Company's expectation that it will substantially complete the employee-related actions by the end of 2020 and the other consolidation and outsourcing actions during 2021 and 2022; (4) the Company's expectations regarding the amount and timing of the 2020 Restructuring Charges and payments related to the Revlon 2020 Restructuring Program, including that: (a) it will recognize during 2020 approximately $55 million to $65 million of total pre-tax restructuring and related charges and in addition restructuring charges in the range of $65 million to $75 million to be charged and paid in the period of 2021 to 2022; and (b) substantially all of the 2020 Restructuring Charges will be paid in cash, generated by the business, with approximately $55 million to $65 million of the total charges expected to be paid in 2020, approximately $40 million to $45 million expected to be paid in 2021, with the balance expected to be paid in 2022; and (5) the Company's expectations that as a result of the Revlon 2020 Restructuring Program, the Company will deliver in the range of $200 million to $230 million of annualized cost reductions by the end of 2022, with approximately 60% of these annualized cost reductions to be realized from the headcount reductions occurring in 2020, including the Company's expectations that during 2020, the Company will realize approximately $105 million to $115 million of in-year cost reductions;

(vi) the Company's expectation that operating revenues, cash on hand and funds that may be available from time to time for borrowing under Products Corporation's Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings will be sufficient to enable the Company to cover its operating expenses for 2020, including the cash requirements referred to in item (viii) below, and the Company's belief that (a) it has and will have sufficient liquidity to meet its cash needs for at least the next 12 months based upon the cash generated by its operations, cash on hand, availability under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings, along with the option to further settle intercompany loans and payables with certain foreign subsidiaries, and that such cash resources will be further enhanced as the Company implements its 2018 Optimization Program and its Revlon 2020 Restructuring Program and cost reductions generated from other cost control initiatives, as well as funds provided by selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review, and (b) restrictions and/or taxes on repatriation of foreign earnings will not have a material effect on the Company's liquidity during such period;

(vii) the Company's expected principal sources of funds, including operating revenues, cash on hand and funds available for borrowing under Products Corporation's Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings, as well as the availability of funds from the Company taking certain measures, including, among other things, reducing discretionary spending and the Company's expectation to generate additional liquidity from cost reductions resulting from the implementation of the 2018 Optimization Program and the Revlon 2020 Restructuring Program and from other cost reduction initiatives, as well as funds provided by selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review;

(viii) the Company's expected principal uses of funds, including amounts required for payment of operating expenses including in connection with the purchase of permanent wall displays; capital expenditure requirements; debt service payments and costs; cash tax payments; pension and other post-retirement benefit plan contributions; payments in connection with the Company's restructuring programs, such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program; severance not otherwise included in the Company's restructuring programs; business and/or brand acquisitions (including, without limitation, through licensing transactions), if any; debt and/or equity repurchases, if any; costs related to litigation; and payments in connection with discontinuing non-core business lines and/or exiting and/or entering certain territories and/or channels of trade (including, without limitation, that the Company may also, from time-to-time, seek to retire or purchase its outstanding debt obligations and/or equity in open market purchases, block trades, privately negotiated purchase transactions or otherwise and may seek to refinance some or all of its indebtedness based upon market conditions and that any such retirement or purchase of debt and/or equity may be funded with operating cash flows of the business or other sources and will depend upon prevailing market conditions, liquidity requirements, contractual restrictions and other factors, and the amounts involved may be material); and its estimates of the amount and timing of such operating and other expenses;

(ix) matters concerning the impact on the Company from changes in interest rates and foreign exchange rates;

(x) the Company's expectation to efficiently manage its working capital, including, among other things, initiatives intended to optimize inventory levels over time; centralized procurement to secure discounts and efficiencies; prudent management of trade receivables, accounts payable and controls on general and administrative spending; and the Company's belief that in the ordinary course of business, its source or use of cash from operating activities may vary on a quarterly basis as a result of a number of factors, including the timing of working capital flows;

(xi) the Company's expectations regarding its future net periodic benefit cost for its U.S. and international defined benefit plans;

(xii) the Company's expectation that its tax provision and effective tax rate in any individual quarter and year-to-date period will vary and may not be indicative of the Company's tax provision and effective tax rate for the full year and, with respect to the Tax Act, the Company's expectation that the Tax Act's limitation on interest deductibility will not impact the Company's 2020 federal cash taxes due to its net operating loss carryover position, and that the Tax Act will not have a material impact on its cash taxes or liquidity in 2020, as well as the Company's expectations regarding whether it will be required to establish additional valuation allowances on its deferred tax assets;

(xiii) the Company's belief that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows, but that in light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company's operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company's income for that particular period;

(xiv) the Company's plans to (A) consummate the 2020 Refinancing Transactions contemplated by the Commitment Letter; (B) to use the proceeds thereof to repay in full indebtedness outstanding under Products Corporation's 5.75% Senior Notes due February 2021 and Products Corporation's 2019 Term Loan Facility, to pay fees and expenses in connection with the Facilities and the Refinancing and to the extent of any excess, for general corporate purpose; and (C) the expected terms and conditions of the 2020 Refinancing Transactions; and

(xv) the Company's plans to explore certain strategic transactions pursuant to the Strategic Review.

Statements that are not historical facts, including statements about the Company's beliefs and expectations, are forward-looking statements. Forward-looking statements can be identified by, among other things, the use of forward-looking language such as "estimates," "objectives," "visions," "projects," "forecasts," "focus," "drive towards," "plans," "targets," "strategies," "opportunities," "assumptions," "drivers," "believes," "intends," "outlooks," "initiatives," "expects," "scheduled to," "anticipates," "seeks," "may," "will" or "should" or the negative of those terms, or other variations of those terms or comparable language, or by discussions of strategies, targets, long-range plans, models or intentions. Forward-looking statements speak only as of the date they are made, and except for the Company's ongoing obligations under the U.S. federal securities laws, the Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

Investors are advised, however, to consult any additional disclosures the Company made or may make in the Company's 2019 Form 10-K and in its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, in each case filed with the SEC in 2020 and 2019 (which, among other places, can be found on the SEC's website at http://www.sec.gov, as well as on the Company's corporate website at www.revloninc.com). Except as expressly set forth in this 2019 Form 10-K, the information available from time-to-time on such websites shall not be deemed incorporated by reference into this 2019 Form 10-K. A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. (See also Item 1A. "Risk Factors" in this 2019 Form 10-K for further discussion of risks associated with the Company's business). In addition to factors that may be described in the Company's filings with the SEC, including this filing, the following factors, among others, could cause the Company's actual results to differ materially from those expressed in any forward-looking statements made by the Company:

(i) unanticipated circumstances or results affecting the Company's financial performance and or sales growth, including: greater than anticipated levels of consumers choosing to purchase their beauty products through e-commerce and other social media channels and/or greater than anticipated declines in the brick-and-mortar retail channel, or either of those conditions occurring at a rate faster than anticipated; the Company's inability to address the pace and impact of the new commercial landscape, such as its inability to enhance its e-commerce and social media capabilities and/or increase its penetration of e-commerce and social media channels; the Company's inability to drive a successful long-term omni-channel strategy and significantly increase its e-commerce penetration; difficulties, delays and/or the Company's inability to (in whole or in part) develop and implement effective content to enhance its online retail position, improve its consumer engagement across social media platforms and/or transform its technology and data to support efficient management of its digital infrastructure; the Company incurring greater than anticipated levels of expenses and/or debt to facilitate the foregoing objectives, which could result in, among other things, less than anticipated revenues and/or profitability; decreased consumer spending in response to weak economic conditions or weakness in the consumption of beauty products in one or more of the Company's segments; adverse changes in tariffs, foreign currency exchange rates, foreign currency controls and/or government-mandated pricing controls; decreased sales of the Company's products as a result of increased competitive activities by the Company's competitors; decreased performance by third-party suppliers, whether due to shortages of raw materials or otherwise; and/or supply disruptions at the Company's manufacturing facilities; changes in consumer preferences, such as reduced consumer demand for the Company's color cosmetics and other current products, including new product launches; changes in consumer purchasing habits, including with respect to retailer preferences and/or among sales channels, such as due to the continuing consumption declines in core beauty categories in the mass retail channel in North America; lower than expected customer acceptance or consumer acceptance of, or less than anticipated results from, the Company's existing or new products; higher than expected retail store closures in the brick-and-mortar channels where the Company sells its products, as consumers continue to shift purchases to online and e-commerce channels; higher than expected purchases of permanent displays, capital expenditures, debt service payments and costs, cash tax payments, pension and other post-retirement plan contributions, payments in connection with the Company's restructuring programs (such as the EA Integration Restructuring Program, the 2018 Optimization Program and the Revlon 2020 Restructuring Program), severance not otherwise included in the Company's restructuring programs, business and/or brand acquisitions (including, without limitation, through licensing transactions), if any, debt and/or equity repurchases, if any, costs related to litigation, discontinuing non-core business lines and/or entering and/or exiting certain territories and/or channels of trade, advertising, promotional and marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise or lower than expected results from the Company's advertising, promotional, pricing and/or marketing plans; decreased sales of the Company’s existing or new products; actions by the Company's customers, such as greater than expected inventory management and/or de-stocking, and greater than anticipated space reconfigurations or reductions in display space and/or product discontinuances or a greater than expected impact from pricing, marketing, advertising and/or promotional strategies by the Company's customers; and changes in the competitive environment and actions by the Company's competitors, including, among other things, business combinations, technological breakthroughs, implementation of new pricing strategies, new product offerings, increased advertising, promotional and marketing spending and advertising, promotional and/or marketing successes by competitors;

(ii) in addition to the items discussed in (i) above, the effects of and changes in economic conditions (such as volatility in the financial markets, inflation, increasing interest rates, monetary conditions and foreign currency fluctuations, tariffs, foreign currency controls and/or government-mandated pricing controls, as well as in trade, monetary, fiscal and tax policies in international markets), political conditions (such as military actions and terrorist activities) and natural disasters, such as the devastating fires in Australia and the earthquakes in Puerto Rico;

(iii) unanticipated costs or difficulties or delays in completing projects associated with continuing to execute the Company's business initiatives or lower than expected revenues or the inability to create value through improving the Company's financial performance as a result of such initiatives, including lower than expected sales, or higher than expected costs, including as may arise from any additional repositioning, repackaging or reformulating of one or more brands or product lines, launching of new product lines, including higher than expected expenses, including for sales returns, for launching its new products, acquiring businesses or brands (including through licensing transactions, if any), divesting or discontinuing non-core business lines (which may include exiting certain territories or converting the Company's go-to-trade structure in certain countries to other business models), further refining its approach to retail merchandising and/or difficulties, delays or increased costs in connection with taking further actions to optimize the Company's manufacturing, sourcing, supply chain or organizational size and structure (including difficulties or delays in and/or the Company's inability to optimally implement the 2018 Optimization Program and/or the Revlon 2020 Restructuring Program and/or less than expected benefits from such programs and/or more than expected costs in implementing such programs, which could cause the Company not to realize the projected cost reductions), as well as the unavailability of cash generated by operations, cash on hand and/or funds under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and/or other permissible borrowings and/or from other permissible additional sources of capital to fund such potential activities, as well as the unavailability of funds due to potential mandatory repayment obligations under the 2018 Foreign Asset-Based Term Facility;

(iv) difficulties, delays in or less than expected results from the Company's efforts to execute on its 3 key strategic pillars to drive its future success and growth, including, without limitation: (1) less than effective new product development and innovation, less than expected acceptance of its new products and innovations by the Company's consumers and/or customers in one or more of its segments and/or less than expected levels of execution vis-à-vis its new product launches with its customers in one or more of its segments or regions; (2) less than expected levels of advertising, promotional and/or marketing activities for its new product launches, less than expected acceptance of its advertising, promotional, pricing and/or marketing plans and/or brand communication by consumers and/or customers in one or more of its segments, less than expected investment in advertising, promotional and/or marketing activities or greater than expected competitive investment; and/or (3) difficulties or disruptions impacting the Company's ability to ensure availability of its products where consumers shop, both in-store and increasingly online;

(v) difficulties, delays or unanticipated costs or charges or less than expected cost reductions and other benefits resulting from the Company's restructuring activities, such as in connection with the 2018 Optimization Program and/or the Revlon 2020 Restructuring Program, higher than anticipated restructuring charges and/or payments and/or changes in the expected timing of such charges and/or payments; and/or less than expected additional sources of liquidity from such initiatives;

(vi) lower than expected operating revenues, cash on hand and/or funds available under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and/or other permissible borrowings or generated from cost reductions resulting from the implementation of the Revlon 2020 Restructuring Program and the 2018 Optimization Program and/or other cost control initiatives and/or from selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review; higher than anticipated operating expenses, such as referred to in clause (viii) below; and/or less than anticipated cash generated by the Company's operations or unanticipated restrictions or taxes on repatriation of foreign earnings;

(vii) the unavailability of funds under Products Corporation's Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and/or other permissible borrowings; the unavailability of funds under the 2018 Foreign Asset-Based Term Facility, such as due to reductions in the applicable borrowing base that could require certain mandatory prepayments; the unavailability of funds from difficulties, delays in or the Company's inability to take other measures, such as reducing discretionary spending and/or less than expected liquidity from cost reductions resulting from the implementation of the Revlon 2020 Restructuring Program and the 2018 Optimization Program and from other cost reduction initiatives and/or from selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review;

(viii) higher than expected operating expenses, such as higher than expected purchases of permanent displays, capital expenditures, debt service payments and costs, cash tax payments, pension and other post-retirement plan contributions, payments in connection with the Company's restructuring programs (such as the EA Integration Restructuring Program, the 2018 Optimization Program and/or the Revlon 2020 Restructuring Program), severance not otherwise included in the Company's restructuring programs, business and/or brand acquisitions (including, without limitation, through licensing transactions), if any, debt and/or equity repurchases, if any, costs related to litigation, discontinuing non-core business lines and/or entering and/or exiting certain territories and/or channels of trade, advertising, promotional and marketing activities or for sales returns related to any reduction of space by the Company's customers, product discontinuances or otherwise;

(ix) unexpected significant impacts on the Company from changes in interest rates or foreign exchange rates;

(x) difficulties, delays or the inability of the Company to efficiently manage its cash and working capital;

(xi) lower than expected returns on pension plan assets and/or lower discount rates, which could result in higher than expected cash contributions, higher net periodic benefit costs and/or less than expected net periodic benefit income;

(xii) unexpected significant variances in the Company's tax provision, effective tax rate and/or unrecognized tax benefits, whether due to the enactment of the Tax Act or otherwise, such as due to the issuance of unfavorable guidance, interpretations, technical clarifications and/or technical corrections legislation by the U.S. Congress, the U.S. Treasury Department or the IRS, unexpected changes in foreign, state or local tax regimes in response to the Tax Act, and/or changes in estimates that may impact the calculation of the Company's tax provisions, as well as changes in circumstances that could adversely impact the Company's expectations regarding the establishment of additional valuation allowances on its deferred tax assets;

(xiii) unanticipated adverse effects on the Company's business, prospects, results of operations, financial condition and/or cash flows as a result of unexpected developments with respect to the Company's legal proceedings;

(xiv) difficulties, delays or the inability of the Company to successfully complete the 2020 Refinancing Transactions, in whole or in part, greater than anticipated costs in completing such transactions and/or difficulties in using the proceeds of the 2020 Refinancing Transactions as intended; and/or

(xv) difficulties or delays that could affect the Company's ability to consummate one or more transactions pursuant to the Strategic Review, such as due to the Company's respective businesses experiencing disruptions due to transaction-related uncertainty or other factors.

Factors other than those listed above could also cause the Company's results to differ materially from expected results. This discussion is provided pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

A list of Revlon's directors and executive officers and biographical information and other information about them may be found under the caption "Proposal No. 1 - Election of Directors" and "Executive Officers," of Revlon's Proxy Statement for the 2020 Annual Stockholders' Meeting (the "2020 Proxy Statement"), which sections are incorporated by reference herein.

The information set forth under the caption "Code of Conduct and Business Ethics and Senior Financial Officer Code of Ethics" in the 2020 Proxy Statement is also incorporated herein by reference.

The information set forth under the caption "Delinquent Section 16(a) Reports" in the 2020 Proxy Statement is also incorporated herein by reference.

The information set forth under the captions "Executive Compensation," "Summary Compensation Table," "Outstanding Equity Awards at Fiscal Year-End," and "Director Compensation" in the 2020 Proxy Statement is also incorporated herein by reference.

Information regarding the Company's director nomination process, audit committee and audit committee financial expert matters may be found in the 2020 Proxy Statement under the captions "Corporate Governance-Board of Directors and its Committees-Director Nominating Processes; Diversity" and "Corporate Governance-Board of Directors and its Committees-Audit Committee-Composition of the Audit Committee," respectively. That information is incorporated herein by reference.

Item 11. Executive Compensation

The information set forth under the captions "Executive Compensation," "Summary Compensation Table," "Outstanding Equity Awards at Fiscal Year-End," and "Director Compensation" in the 2020 Proxy Statement is incorporated herein by reference. The information set forth under the caption "Corporate Governance-Board of Directors and its Committees-Compensation Committee-Composition of the Compensation Committee" in the 2020 Proxy Statement is also incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information set forth under the captions "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" in the 2020 Proxy Statement is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information set forth under the captions "Certain Relationships and Related Transactions" and "Corporate Governance-Board of Directors and its Committees-Controlled Company Exemption" and "Corporate Governance-Board of Directors and its Committees-Audit Committee-Composition of the Audit Committee," respectively, in the 2020 Proxy Statement is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

AUDIT FEES

Revlon's Board of Directors maintains an Audit Committee in accordance with applicable SEC rules and the NYSE's listing standards. In accordance with the Audit Committee's charter, a printable and current copy of which is available at www.revloninc.com, the Audit Committee is directly responsible for the appointment, compensation, retention and oversight of the audit work of the Company's independent auditors for the purpose of preparing and issuing its audit reports or performing other audit, review or attest services for the Company. The independent auditors, KPMG, report directly to the Audit Committee and the Audit Committee is directly responsible for, among other things, reviewing in advance, and granting any appropriate pre-approvals of: (a) all auditing services to be provided by the independent auditor; and (b) all non-audit services to be provided by the independent auditor (as permitted by the Exchange Act), and in connection with such services to approve all fees and other terms of engagement, as required by the applicable rules under the Exchange Act and subject to the exemptions provided for in such rules. The Company maintains and updates annually an Audit Committee Pre-Approval Policy for pre-approving all permissible audit and non-audit services performed by KPMG. During 2019, an electronic printable copy of the 2019 Audit Committee Pre-Approval Policy was available at www.revloninc.com. A copy of the 2020 Audit Committee Pre-Approval Policy is attached to this 2019 Form 10-K as an exhibit and an electronic printable copy of such policy is currently available at www.revloninc.com. The Audit Committee also has the authority to approve services to be provided by KPMG at its meetings and by unanimous written consents.

The aggregate fees incurred for professional services by KPMG in 2019 and 2018 for these various services for the Company in the aggregate are set forth in the table, below:

Types of Fees (USD in millions)	2019	2018
Audit Fees	$10.6	$8.8
Audit-Related Fees	0.4	0.2
Tax Fees	0.5	0.6
All Other Fees	—	—
Total Fees	$11.5	$9.7

In the above table, in accordance with the SEC definitions and rules: (a) "audit fees" are fees the Company paid KPMG for professional services rendered for: (i) the audits of the Company's annual financial statements and the effectiveness of Revlon's internal control over financial reporting; and (ii) the review of the financial statements included in the Company's Quarterly Reports on Form 10-Q, and for services that are normally provided by the auditor in connection with statutory and regulatory filings or engagements; (b) "audit-related fees" are fees billed by KPMG for assurance and related services that are traditionally performed by the auditor, including services performed by KPMG related to employee benefit plan audits and certain transactions, as well as attestation services not required by statute or regulation; (c) "tax fees" are fees for permissible tax compliance, tax advice and tax planning; and (d) "all other fees" are fees billed by KPMG to the Company for any permissible services not included in the first three categories.

All of the services performed by KPMG for the Company during 2019 and 2018 were either expressly pre-approved by the Audit Committee or were pre-approved in accordance with the Audit Committee Pre-Approval Policy, and the Audit Committee was provided with regular updates as to the nature of such services and fees paid for such services.

Website Availability of Reports, Corporate Governance Information and Other Financial Information

The Company maintains a comprehensive corporate governance program, including Corporate Governance Guidelines for Revlon's Board of Directors, Revlon's Board Guidelines for Assessing Director Independence and charters for Revlon's Audit Committee and Compensation Committee. Revlon maintains a corporate investor relations website, www.revloninc.com, where stockholders and other interested persons may review, without charge, among other things, Revlon's corporate governance materials and certain SEC filings (such as Revlon's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, annual reports, Section 16 reports reflecting certain changes in the stock ownership of Revlon's directors and Section 16 officers, and certain other documents filed with the SEC), each of which are generally available on the same business day as the filing date with the SEC on the SEC's website http://www.sec.gov. Products Corporation's SEC filings are also available on the SEC's website http://www.sec.gov. In addition, under the section of the website entitled, "Corporate Governance," Revlon posts printable copies of the latest versions of its Corporate Governance Guidelines, Board Guidelines for Assessing Director Independence and charters for Revlon's Audit Committee and Compensation Committee, as well as the Company's Code of Conduct and Business Ethics, which includes the Company's Code of Ethics for Senior Financial Officers, and the Audit Committee Pre-Approval Policy. From time-to-time, the Company may post on www.revloninc.com certain presentations that may include material information regarding its business, financial condition and/or results of operations. The business and financial materials and any other statement or disclosure on, or made available through, the websites referenced herein shall not be deemed incorporated by reference into this report.

PART IV

Item 15. Exhibits and Financial Statements

Exhibits

(a)	List of documents filed as part of this Report:
	(1) Consolidated Financial Statements and Reports of Independent Registered Public Accounting Firm included herein: See Index on page F-1.
	(2) Financial Statements: See Index on page F-1.
	All other schedules are omitted as they are inapplicable or the required information is furnished in the Company's Consolidated Financial Statements or the Notes thereto.
	(3) List of Exhibits:
2.	***Plan of acquisition, reorganization, arrangement, liquidation or succession.***
2.1	Share Sale and Purchase Agreement, dated as of August 3, 2013, by and among Products Corporation, Beauty Care Professional Products Participations, S.A., Romol Hair & Beauty Group, S.L., Norvo, S.L. and Staubinus España, S.L. (incorporated by reference to Exhibit 2.1 to Revlon's Current Report on Form 8-K filed with the SEC on August 5, 2013).
2.2	Agreement and Plan of Merger, dated as of June 16, 2016, by and among Revlon, Products Corporation, RR Transaction Corp. and Elizabeth Arden (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K of Revlon filed with the SEC on June 17, 2016 (the "Revlon June 2016 Form 8-K")).
3.	***Certificate of Incorporation and By-laws.***
3.1	Restated Certificate of Incorporation of Revlon, dated February 25, 2014 (incorporated by reference to Exhibit 3.1 of Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 5, 2014).
3.2	Second Amended and Restated By-Laws of Revlon, dated November 3, 2016 (incorporated by reference to Exhibit 3.1 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2016 filed with the SEC on November 4, 2016 (the "Revlon Q3 2016 Form 10-Q")).
4.	***Instruments Defining the Rights of Security Holders, Including Indentures.***
4.1	Indenture, dated as of February 8, 2013, among Products Corporation, certain subsidiaries of Products Corporation as guarantors thereto, and U.S. Bank National Association, as trustee, relating to Products Corporation's 5.75% Senior Notes due 2021 (the "5.75% Senior Notes Indenture") (incorporated by reference to Exhibit 4.3 to Products Corporation's Quarterly Report on Form 10-Q for the fiscal period ended March 30, 2013 filed with the SEC on April 25, 2013 (the "Products Corporation Q1 2013 Form 10-Q")).
4.2	Form of 5.75% Senior Notes (included in Exhibit 4.1).
4.3	Registration Rights Agreement, dated as of February 8, 2013, among Products Corporation, certain subsidiaries of Products Corporation and Citigroup Global Markets Inc. ("CGMI"), as representative of the several initial purchasers of the 5.75% Senior Notes (incorporated by reference to Exhibit 4.5 to the Products Corporation Q1 2013 Form 10-Q).
4.4	Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of February 8, 2013, among Products Corporation, Revlon and certain subsidiaries of Products Corporation, as guarantors thereto, and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.6 to the Products Corporation Q1 2013 Form 10-Q).
4.5	Second Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of January 21, 2014, among Products Corporation, Revlon and certain subsidiaries of Products Corporation, as guarantors thereto, and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.27 to Products Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 5, 2014 (the "Products Corporation 2013 Form 10-K")).
4.6	Third Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of January 14, 2015, among Realistic Roux Professional Products Inc., Products Corporation, the Guarantors defined in the 5.75% Senior Notes Indenture, and U.S Bank National Association (incorporated by reference to Exhibit 10.1 to Products Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2015, filed with the SEC on July 29, 2015 (the "Products Corporation Q2 2015 Form 10-Q")).
4.7	Fourth Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of May 8, 2015, among RML, LLC, Products Corporation, the Guarantors defined in the 5.75% Senior Notes Indenture, and U.S Bank National Association (incorporated by reference to Exhibit 10.2 to the Products Corporation Q2 2015 Form 10-Q).

4.8	Escrow Agreement for the 6.25% Senior Notes, dated as of August 4, 2016, by and among Revlon Escrow Corporation ("Escrow Corp."), U.S. Bank National Association, as trustee, and Citibank, N.A., as escrow agent (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Revlon filed with the SEC on August 5, 2016 (the "Revlon August 2016 Form 8-K")).
4.9	Indenture for the 6.25% Senior Notes, dated as of August 4, 2016 (the "6.25% Senior Notes Indenture"), by and between Escrow Corp. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Revlon August 2016 Form 8-K).
4.10	Registration Rights Agreement, dated as of August 4, 2016, by and among Escrow Corp, Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and CGMI as representatives of the initial purchasers (incorporated by reference to Exhibit 4.3 to the Revlon August 2016 Form 8-K).
4.11	First Supplemental Indenture to the 6.25% Senior Notes Indenture, dated as of September 7, 2016, by and among Products Corporation, the guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Revlon filed with the SEC on September 9, 2016 (the "Revlon September 2016 Form 8-K")).
4.12	Joinder Agreement to the Registration Rights Agreement, dated as of September 7, 2016, by and among Products Corporation, the guarantors party thereto and Merrill Lynch and CGMI, as representatives of the initial purchasers (incorporated by reference to Exhibit 4.2 to the Revlon September 2016 Form 8-K).
4.13	Term Loan Agreement, dated as of September 7, 2016, by and among Products Corporation, Revlon (solely for the purposes set forth therein), certain lenders party thereto and Citibank, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.1 to the Revlon September 2016 Form 8-K).
4.14	Asset-Based Revolving Credit Agreement, dated as of September 7, 2016, by and among Products Corporation, certain local borrowing subsidiaries from time to time party thereto, Revlon (solely for the purposes set forth therein), certain lenders and issuing lenders party thereto and Citibank, N.A., as administrative agent, collateral agent, issuing lender and swingline lender (incorporated by reference to Exhibit 10.2 to the Revlon September 2016 Form 8-K).
4.15	Term Loan Guarantee and Collateral Agreement, dated as of September 7, 2016, made by each of the signatories thereto in favor of Citibank, N.A., as collateral agent, for the benefit of the secured parties under the 2016 Term Loan Agreement (incorporated by reference to Exhibit 10.3 to the Revlon September 2016 Form 8-K).
4.16	Holdings Term Loan Guarantee and Pledge Agreement, dated as of September 7, 2016, made by Revlon in favor of Citibank, N.A., as collateral agent, for the benefit of the secured parties under the 2016 Term Loan Agreement (incorporated by reference to Exhibit 10.4 to the Revlon September 2016 Form 8-K).
4.17	ABL Guarantee and Collateral Agreement, dated as of September 7, 2016, made by each of the signatories thereto in favor of Citibank, N.A., as collateral agent, for the benefit of the secured parties under the 2016 Asset-Based Revolving Credit Agreement (incorporated by reference to Exhibit 10.5 to the Revlon September 2016 Form 8-K).
4.18	Holdings ABL Guarantee and Pledge Agreement, dated as of September 7, 2016, made by Revlon in favor of Citibank, N.A., as collateral agent, for the benefit of the secured parties under the 2016 Asset-Based Revolving Credit Agreement (incorporated by reference to Exhibit 10.6 to the Revlon September 2016 Form 8-K).
4.19	ABL Intercreditor Agreement, dated as of September 7, 2016, among Citibank, N.A., as ABL Agent, Citibank, N.A., as Initial Term Loan Agent, Revlon, Products Corporation, each subsidiary listed therein or that becomes a party thereto and each Other Term Loan Agent from time to time party thereto (incorporated by reference to Exhibit 10.7 to the Revlon September 2016 Form 8-K).
4.20	Second Supplemental Indenture to the 6.25% Senior Notes Indenture, dated as of February 13, 2017, by and among Products Corporation, Cutex, Inc. (a subsidiary of Products Corporation), the other Subsidiary Guarantors (as defined in the 6.25% Senior Notes Indenture) and U.S. Bank National Association, as trustee under the 6.25% Senior Notes Indenture (incorporated by reference to Exhibit 4.1 to Products Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017 filed with the SEC on May 5, 2017 (the "Products Corporation Q1 2017 Form 10-Q")).
4.21	Fifth Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of February 13, 2017, by and among Cutex, Inc., Products Corporation, the other Guarantors (as defined in the 5.75% Senior Notes Indenture) and U.S. Bank National Association, as trustee under the 5.75% Senior Notes Indenture (incorporated by reference to Exhibit 4.2 to the Products Corporation Q1 2017 Form 10-Q).
4.22	Sixth Supplemental Indenture to the 5.75% Senior Notes Indenture, dated as of May 31, 2017, by and among Products Corporation and various of its subsidiaries, the other Guarantors (as defined in the Indenture) and U.S. Bank National Association, as trustee under the Indenture (incorporated by reference to Exhibit 4.1 to Products Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2017, filed with the SEC on August 4, 2017).

4.23	Amendment No. 1, to the 2016 Revolving Credit Facility Agreement, dated as of April 17, 2018, among Products Corporation, Revlon, the other loan parties and lenders party thereto, and Citibank, N.A. (incorporated by reference to Exhibit 4.1 to Revlon's Current Report on Form 8-K filed with the SEC on April 19, 2018 (the "Revlon April 2018 Form 8-K")).
4.24	Amendment Agreement No. 1 to Canada - ABL Collateral Agreement, dated as of April 17, 2018, among Revlon Canada Inc., Elizabeth Arden (Canada) Limited and Citibank, N.A. (incorporated by reference to Exhibit 4.2 to the Revlon April 2018 Form 8-K).
4.25	Senior Unsecured Line of Credit Agreement, dated as of June 18, 2018, between Products Corporation, as borrower, and MacAndrews & Forbes Incorporated, as lender (incorporated by reference to Exhibit 10.1 to Products Corporation's Current Report on Form 8-K filed with the SEC on June 22, 2018).
4.26	Asset-Based Term Loan Credit Agreement, dated as of July 9, 2018, by and among Revlon Holdings B.V. and Revlon Finance LLC, as Borrowers, the Guarantors and Parent Guarantors party thereto, the Lenders party thereto and Citibank, N.A., as Administrative Agent and Collateral Agent, including all schedules and exhibits thereto (incorporated by reference to Exhibit 4.1 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2018, filed with the SEC on November 9, 2018 (the "Revlon Q3 2018 Form 10-Q")).
4.27	Guarantee Agreement, dated as of July 9, 2018, by and among the Guarantors party thereto and Citibank, N.A., as Collateral Agent, including all annexes thereto (incorporated by reference to Exhibit 4.2 to the Revlon Q3 2018 Form 10-Q).
4.28	Parent Guarantee Agreement, dated as of July 9, 2018, by and among Beautyge Beauty Group, S.L.U., Beautyge Participations, S.L.U., Elizabeth Arden (Netherlands) Holding B.V. and RML Holdings L.P., as Guarantors, and Citibank, N.A., as Collateral Agent, including all annexes thereto (incorporated by reference to Exhibit 4.3 to the Revlon Q3 2018 Form 10-Q).
4.29	Amended and Restated Senior Unsecured Line of Credit Agreement, dated as of November 7, 2019, between Products Corporation, as borrower, and MacAndrews & Forbes Group, LLC, as lender (incorporated by reference to Exhibit 4.1 to RCPC's Current Report on Form 10-Q filed with the SEC on November 8, 2019).
4.30	Term Loan Agreement, dated as of August 6, 2019, by and among Products Corporation, Revlon (solely for the purposes set forth therein), certain lenders party thereto and Wilmington Trust, National Association ("Wilmington Trust"), as administrative agent and collateral agent (incorporated by reference to Exhibit 4.2 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2019 filed with the SEC on August 8, 2019 (the "Revlon Q2 2019 Form 10-Q")).
4.31	Term Loan Guarantee and Collateral Agreement, dated as of August 6, 2019, made by each of the signatories thereto in favor of Wilmington Trust, as collateral agent, for the benefit of the Secured Parties under the Term Loan Agreement (incorporated by reference to Exhibit 4.3 to the Revlon Q2 2019 Form 10-Q).
4.32	Holdings Term Loan Guarantee and Pledge Agreement, dated as of August 6, 2019, made by Revlon in favor of Wilmington Trust, as collateral agent, for the benefit of the Secured Parties under the Term Loan Agreement (incorporated by reference to Exhibit 4.4 to the Revlon Q2 2019 Form 10-Q).
4.33	First Lien Pari Passu Intercreditor Agreement, dated as of August 6, 2019, between Revlon, Products Corporation, certain subsidiaries of Products Corporation party thereto from time to time, Wilmington Trust, as administrative agent and collateral agent, and Citibank, N.A. (incorporated by reference to Exhibit 4.5 to the Revlon Q2 2019 Form 10-Q).
4.34	BrandCo Guarantee and Security Agreement, dated as of August 6, 2019, made by each of the signatories thereto in favor of Wilmington Trust, as administrative agent, for the benefit of the Secured Parties under the Term Loan Agreement (incorporated by reference to Exhibit 4.6 to the Revlon Q2 2019 Form 10-Q).
4.35	Intellectual Property License Agreement, dated as of August 6, 2019, made between Beautyge II, LLC, Products Corporation and other signatories thereto (incorporated by reference to Exhibit 4.7 to the Revlon Q2 2019 Form 10-Q).
4.36	Amendment No. 2 to the 2016 Revolving Credit Facility Agreement, dated as of March 6, 2019, among Products Corporation, Revlon, the other loan parties and lenders party thereto, and Citibank, N.A. (incorporated by reference to Exhibit 4.1 to Revlon's Current Report on Form 8-K filed with the SEC on March 7, 2019).
4.37	Senior Unsecured Line of Credit Agreement, dated as of June 27, 2019, between Products Corporation, as borrower, and MacAndrews & Forbes Group, LLC, as lender (incorporated by reference to Exhibit 10.1 to Products Corporation's Current Report on Form 8-K filed with the SEC on July 1, 2019).
*4.38	Description of Revlon, Inc.'s Securities registered pursuant to Section 12 of the Securities Exchange Act of 1934.
10.	***Material Contracts.***
10.1	Tax Sharing Agreement, dated as of June 24, 1992, among MacAndrews & Forbes, Revlon, Products Corporation and certain subsidiaries of Products Corporation, as amended and restated as of January 1, 2001 (incorporated by reference to Exhibit 10.2 to Products Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2001 filed with the SEC on February 25, 2002).

10.2	Tax Sharing Agreement, dated as of March 26, 2004, by and among Revlon, Products Corporation and certain subsidiaries of Products Corporation (incorporated by reference to Exhibit 10.25 to Products Corporation's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2004 filed with the SEC on May 17, 2004).
10.3	Form of Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.1 to the Revlon Q3 2018 Form 10-Q).
10.4	Form of Time-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.2 to the Revlon Q3 2018 Form 10-Q).
10.5	Form of Restricted Stock Agreement (incorporated by reference to Exhibit 10.2 to the Revlon March 2016 Form 8-K).
10.6	Restricted Stock Unit Agreement between Revlon and E. Scott Beattie, dated November 3, 2016 (incorporated by reference to Exhibit 10.2 to the Revlon Q3 2016 Form 10-Q).
10.7	Fourth Amended and Restated Revlon, Inc. Stock Plan (as amended, the "Stock Plan") (incorporated by reference to Annex A to Revlon's Definitive Information Statement on Schedule 14C filed with the SEC on July 3, 2014).
10.8	Form of Restricted Stock Agreement under the Stock Plan (incorporated by reference to Exhibit 10.3 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2014 filed with the SEC on October 29, 2014).
10.9	Revlon Amended and Restated Executive Incentive Compensation Plan, dated as of March 24, 2016 (incorporated by reference to Annex D to Revlon's Annual Proxy Statement on Schedule 14A filed with the SEC on April 29, 2016).
10.10	Amended and Restated Revlon Pension Equalization Plan, amended and restated as of December 14, 1998 (the "PEP") (incorporated by reference to Exhibit 10.15 to Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 1998 filed with the SEC on March 3, 1999).
10.11	Amendment to the PEP, dated as of May 28, 2009 (incorporated by reference to Exhibit 10.13 to Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 2009 filed with the SEC on February 25, 2010).
10.12	Executive Supplemental Medical Expense Plan Summary, dated July 2000 (incorporated by reference to Exhibit 10.10 to Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 2002 filed with the SEC on March 21, 2003).
10.13	Benefit Plans Assumption Agreement, dated as of July 1, 1992, by and among Revlon Holdings, Revlon and Products Corporation (incorporated by reference to Exhibit 10.25 to Products Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1992 filed with the SEC on March 12, 1993).
10.14	Revlon Executive Severance Pay Plan (Restated, Effective September 1, 2017) (incorporated by reference to Exhibit 10.19 to Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 filed with the SEC on March 15, 2018).
10.15	Amended and Restated Employment Agreement, dated as of November 16, 2018, by and among Revlon, Products Corporation and Debra Perelman (incorporated by reference to Exhibit 10.18 to Revlon's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 filed with the SEC on March 28, 2019).
10.16	Employment Agreement, dated as of March 12, 2018, by and among Revlon, Products Corporation and Victoria Dolan (incorporated by reference to Exhibit 10.2 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2018, filed with the SEC on May 10, 2018).
10.17	Amendment dated as of September 5, 2019 to the Fourth Amended and Restated Revlon, Inc. Stock Plan (incorporated by reference to Exhibit 10.1 to Revlon's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2019, filed with the SEC on November 8, 2019 (the "Revlon Q3 2019 Form 10-Q")).
10.18	Consulting Agreement, dated as of November 7, 2019, by and among Revlon, Products Corporation and Mitra Hormozi, Esq. (incorporated by reference to Exhibit 10.2 to the Revlon Q3 2019 Form 10-Q).
*10.19	Employment Agreement, dated as of January 2, 2020, by and among Revlon, Products Corporation and Sergio Pedreiro.
*10.20	Amended and Restated Consulting Agreement between Products Corporation and E. Scott Beattie, dated March 11, 2020.
21.	***Subsidiaries.***
*21.1	Subsidiaries of Revlon, Inc.
23.	***Consents of Experts and Counsel.***
*23.1	Consent of KPMG LLP.
24.	***Powers of Attorney.***

*24.1	Power of Attorney executed by Ronald O. Perelman.
*24.2	Power of Attorney executed by Nicole A. Avant.
*24.3	Power of Attorney executed by E. Scott Beattie.
*24.4	Power of Attorney executed by Alan S. Bernikow.
*24.5	Power of Attorney executed by Kristin Dolan.
*24.6	Power of Attorney executed by Mitra Hormozi.
*24.7	Power of Attorney executed by Ceci Kurzman.
*24.8	Power of Attorney executed by Victor Nichols.
*24.9	Power of Attorney executed by Paul Savas.
*24.10	Power of Attorney executed by Barry F. Schwartz.
*24.11	Power of Attorney executed by Jonathan Schwartz.
*24.12	Power of Attorney executed by Cristiana Falcone Sorrell.
*31.1	Certification of Debra Perelman, Chief Executive Officer, dated March 12, 2020, pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act.
*31.2	Certification of Victoria Dolan, Chief Financial Officer, dated March 12, 2020, pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act.
**32.1	Certification of Debra Perelman, Chief Executive Officer, dated March 12, 2020, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
**32.2	Certification of Victoria Dolan, Chief Financial Officer, dated March 12, 2020, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*99.1	Revlon, Inc Audit Committee Pre-Approval Policy

*101.INS	Inline XBRL Instance Document
*101.SCH	Inline XBRL Taxonomy Extension Schema
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
*101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase
*104	Cover Page Interactive Data File, formatted in Inline XBRL and contained in Exhibit 101

*Filed herewith.
**Furnished herewith.

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REVLON, INC. AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Revlon, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Revlon, Inc. and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations and comprehensive loss, stockholders' deficiency, and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated March 12, 2020 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 1991.

New York, New York
March 12, 2020

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Revlon, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Revlon, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2019 and 2018, the related consolidated statements of operations and comprehensive loss, stockholders' deficiency, and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements), and our report dated March 12, 2020 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

New York, New York
March 12, 2020

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholder and Board of Directors
Revlon Consumer Products Corporation:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Revlon Consumer Products Corporation and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations and comprehensive loss, stockholder's deficiency, and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2019, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 1991.

New York, New York
March 12, 2020

Item 1. Financial Statements of Revlon, Inc. and Subsidiaries

Audited Financial Statements

REVLON, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in millions, except share and per share amounts)

	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 104.3	$ 87.3
Trade receivables, less allowance for doubtful accounts of $11.4 and $15.6 as of December 31, 2019 and December 31, 2018, respectively	423.4	431.3
Inventories	448.4	523.2
Prepaid expenses and other assets	135.3	152.0
Total current assets	1,111.4	1,193.8
Property, plant and equipment, net of accumulated depreciation of $488.1 and $425.2 as of December 31, 2019 and December 31, 2018, respectively	408.6	354.5
Deferred income taxes	175.1	131.8
Goodwill	673.7	673.9
Intangible assets, net of accumulated amortization of $226.4 and $187.3 as of December 31, 2019 and December 31, 2018, respectively	490.7	532.0
Other assets	121.1	130.8
Total assets	$ 2,980.6	$ 3,016.8
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
Current liabilities:		
Short-term borrowings	$ 2.2	$ 9.3
Current portion of long-term debt	288.0	348.1
Accounts payable	251.8	332.1
Accrued expenses and other current liabilities	414.9	430.9
Total current liabilities	956.9	1,120.4
Long-term debt	2,906.2	2,727.7
Long-term pension and other post-retirement plan liabilities	181.2	169.0
Other long-term liabilities	157.5	56.5
Stockholders' deficiency:		
Class A Common Stock, par value $0.01 per share: 900,000,000 shares authorized; 56,470,490 and 55,556,466 shares issued as of December 31, 2019 and December 31, 2018, respectively	0.5	0.5
Additional paid-in capital	1,071.9	1,063.8
Treasury stock, at cost: 1,625,580 and 1,533,320 shares of Class A Common Stock as of December 31, 2019 and December 31, 2018, respectively	(33.5)	(31.9)
Accumulated deficit	(2,012.7)	(1,855.0)
Accumulated other comprehensive loss	(247.4)	(234.2)
Total stockholders' deficiency	(1,221.2)	(1,056.8)
Total liabilities and stockholders' deficiency	$ 2,980.6	$ 3,016.8

See Accompanying Notes to Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(dollars in millions, except share and per share amounts)

	Year Ended December 31,	
	2019	2018
Net sales	$ 2,419.6	$ 2,564.5
Cost of sales	1,052.2	1,117.0
Gross profit	1,367.4	1,447.5
Selling, general and administrative expenses	1,316.6	1,460.5
Acquisition, integration and divestiture costs	3.9	13.9
Restructuring charges and other, net	12.8	20.2
Impairment charges	—	18.0
(Gain) loss on divested assets	(26.6)	20.1
Operating income (loss)	60.7	(85.2)
Other expenses:		
Interest expense, net	196.6	176.6
Amortization of debt issuance costs	14.6	13.0
Foreign currency (gains) losses, net	(1.9)	15.8
Miscellaneous, net	16.4	1.3
Other expenses	225.7	206.7
Loss from continuing operations before income taxes	(165.0)	(291.9)
Provision for income taxes	0.2	2.2
Loss from continuing operations, net of taxes	(165.2)	(294.1)
Income (loss) from discontinued operations, net of taxes	7.5	(0.1)
Net loss	$ (157.7)	$ (294.2)
Other comprehensive (loss) income:		
Foreign currency translation adjustments[a]	(2.9)	(9.4)
Amortization of pension related costs, net of tax[b][c]	9.0	8.4
Pension re-measurement, net of tax [d]	(19.3)	(5.5)
Reclassification into earnings of accumulated losses from the de-designated 2013 Interest Rate Swap, net of tax[e]	—	0.7
Other comprehensive loss, net	(13.2)	(5.8)
Total comprehensive loss	$ (170.9)	$ (300.0)
Basic and Diluted (loss) earnings per common share:		
Continuing operations	$ (3.11)	$ (5.57)
Discontinued operations	0.14	—
Net loss	$ (2.97)	$ (5.57)
Weighted average number of common shares outstanding:		
Basic	53,081,321	52,797,686
Diluted	53,081,321	52,797,686

[a] Net of tax expense of $1.8 million and a tax benefit of $0.1 million for 2019 and 2018, respectively.
[b] Net of tax expense of $1.1 million and $1.0 million for 2019 and 2018, respectively.
[c] This amount is included in the computation of net periodic benefit costs (income). See Note 12, "Pension and Post-Retirement Benefits," for additional information regarding net periodic benefit costs (income).
[d] Net of tax benefit of $5.2 million and $2.5 million for 2019 and 2018, respectively.
[e] Net of tax benefit of nil and $0.5 million for 2019 and 2018, respectively.

See Accompanying Notes to Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY
(dollars in millions, except share and per share amounts)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficiency
Balance, January 1, 2019	$ 0.5	$ 1,063.8	$ (31.9)	$ (1,855.0)	$ (234.2)	$ (1,056.8)
Treasury stock acquired, at cost [(a)]	—	—	(1.6)	—	—	(1.6)
Stock-based compensation amortization	—	8.1	—	—	—	8.1
Net loss	—	—	—	(157.7)	—	(157.7)
Other comprehensive loss, net [(b)]	—	—	—	—	(13.2)	(13.2)
Balance, December 31, 2019	$ 0.5	$ 1,071.9	$ (33.5)	$ (2,012.7)	$ (247.4)	$ (1,221.2)

	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficiency
Balance, January 1, 2018	$ 0.5	$ 1,040.0	$ (21.7)	$ (1,560.8)	$ (228.4)	$ (770.4)
Treasury stock acquired, at cost [(a)]	—	6.6	(10.2)	—	—	(3.6)
Stock-based compensation amortization	—	17.2	—	—	—	17.2
Net loss	—	—	—	(294.2)	—	(294.2)
Other comprehensive loss, net [(b)]	—	—	—	—	(5.8)	(5.8)
Balance, December 31, 2018	$ 0.5	$ 1,063.8	$ (31.9)	$ (1,855.0)	$ (234.2)	$ (1,056.8)

[(a)] Pursuant to the share withholding provisions of the Fourth Amended and Restated Revlon, Inc. Stock Plan (as amended, the "Stock Plan"), the Company withheld an aggregate of 92,260 and 167,297 shares of Revlon Class A Common Stock during the years ended December 31, 2019 and 2018, respectively, to satisfy certain minimum statutory tax withholding requirements related to the vesting of restricted shares and restricted stock units for certain senior executives and employees. These withheld shares were recorded as treasury stock using the cost method, at a weighted-average price per share of $17.75 and $21.42 during the years ended December 31, 2019 and 2018, respectively, based on the closing price of Revlon Class A Common Stock as reported on the New York Stock Exchange (the "NYSE") consolidated tape on each respective vesting date, for a total of $1.6 million and $3.6 million during the years ended December 31, 2019 and 2018, respectively. In addition, during 2018, the Company transferred to treasury stock 251,495 unvested restricted shares and shares in respect of restricted stock units that were forfeited upon the departure of certain executives. These shares were recorded as treasury stock using the cost method, at a weighted average price of $26.26 per share, based on the grant date fair values of the forfeited shares, for a total of $6.6 million. See Note 13, "Stock Compensation Plan," for details regarding restricted stock awards under the Stock Plan.

[(b)] See Note 15, "Accumulated Other Comprehensive Loss," regarding the changes in the accumulated balances for each component of other comprehensive loss during 2019 and 2018, respectively.

See Accompanying Notes to Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in millions)

	Year Ended December 31,	
	2019	**2018**
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (157.7)	$ (294.2)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	162.9	177.2
Foreign currency (gains) losses from re-measurement	(1.9)	15.8
Amortization of debt discount	1.6	1.4
Stock-based compensation amortization	8.1	17.2
Impairment charges	—	18.0
(Benefit from) provision for deferred income taxes	(29.8)	1.7
Amortization of debt issuance costs	14.6	13.0
Non-cash loss (gain) on divested assets	0.9	(0.7)
(Gain) loss on divested assets	(26.6)	20.1
Pension and other post-retirement cost	7.2	2.6
Change in assets and liabilities:		
Decrease (increase) in trade receivables	9.3	(0.3)
Decrease (increase) in inventories	74.5	(36.4)
Decrease (increase) in prepaid expenses and other current assets	16.8	(42.8)
(Decrease) increase in accounts payable	(73.2)	1.6
(Decrease) increase in accrued expenses and other current liabilities	(42.4)	23.9
Pension and other post-retirement plan contributions	(12.1)	(8.8)
Purchases of permanent displays	(46.2)	(80.7)
Other, net	25.7	0.6
Net cash used in operating activities	(68.3)	(170.8)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(29.0)	(57.2)
Proceeds from the sale of certain assets	31.1	—
Net cash provided by (used in) investing activities	2.1	(57.2)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net decrease in short-term borrowings and overdraft	(17.3)	(1.1)
Net (repayments) borrowings under the Amended 2016 Revolving Credit Facility	(62.6)	178.0
Net borrowings under the 2019 Term Loan Facility	200.0	—
Net borrowings under the 2018 Foreign Asset-Based Term Loan	—	88.9
Repayments under the 2016 Term Loan Facility	(18.0)	(18.0)
Payment of financing costs	(15.3)	(9.7)
Tax withholdings related to net share settlements of restricted stock units and awards	(1.6)	(3.6)
Other financing activities	(0.9)	(1.4)
Net cash provided by financing activities	84.3	233.1
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1.1)	(5.0)
Net increase in cash, cash equivalents and restricted cash	17.0	0.1
Cash, cash equivalents and restricted cash at beginning of period [(a)]	87.5	87.4
Cash, cash equivalents and restricted cash at end of period [(a)]	$ 104.5	$ 87.5
Supplemental schedule of cash flow information:[(b)]		
Cash paid during the period for:		
Interest	$ 194.6	$ 163.7
Income taxes, net of refunds	9.9	16.0

[(a)] These amounts include restricted cash of $0.2 million and $0.2 million as of December 31, 2019 and 2018, respectively, which represent cash on deposit in lieu of a mandatory prepayment under the 2018 Foreign Asset-Based Term Facility, and cash on deposit to support outstanding undrawn letters of credit, which were included within other assets in the Company's consolidated balance sheets.

[(b)] See Note 6, "Property, Plant, and Equipment," for supplemental disclosure of non-cash financing and investing activities in relation to the lease liabilities arising from obtaining right-of-use assets following the implementation of ASC Topic 842, *Leases*.

See Accompanying Notes to Consolidated Financial Statements

REVLON CONSUMER PRODUCTS CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in millions, except share and per share amounts)

	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 104.3	$ 87.3
Trade receivables, less allowance for doubtful accounts of $11.4 and $15.6 as of December 31, 2019 and December 31, 2018, respectively	423.4	431.3
Inventories	448.4	523.2
Prepaid expenses and other assets	131.4	148.0
Receivable from Revlon, Inc.	161.2	151.7
Total current assets	1,268.7	1,341.5
Property, plant and equipment, net of accumulated depreciation of $488.1 and $425.2 as of December 31, 2019 and December 31, 2018, respectively	408.6	354.5
Deferred income taxes	158.1	114.8
Goodwill	673.7	673.9
Intangible assets, net of accumulated amortization of $226.4 and $187.3 as of December 31, 2019 and December 31, 2018, respectively	490.7	532.0
Other assets	121.1	130.8
Total assets	$ 3,120.9	$ 3,147.5
LIABILITIES AND STOCKHOLDER'S DEFICIENCY		
Current liabilities:		
Short-term borrowings	$ 2.2	$ 9.3
Current portion of long-term debt	288.0	348.1
Accounts payable	251.8	332.1
Accrued expenses and other current liabilities	418.2	434.7
Total current liabilities	960.2	1,124.2
Long-term debt	2,906.2	2,727.7
Long-term pension and other post-retirement plan liabilities	181.2	169.0
Other long-term liabilities	162.7	59.7
Stockholder's deficiency:		
Products Corporation Preferred stock, par value $1.00 per share; 1,000 shares authorized; 546 shares issued and outstanding as of December, 2019 and December 31, 2018, respectively	54.6	54.6
Products Corporation Common Stock, par value $1.00 per share; 10,000 shares authorized; 5,260 shares issued and outstanding as of December 31, 2019 and December 31, 2018, respectively	—	—
Additional paid-in capital	996.5	988.4
Accumulated deficit	(1,893.1)	(1,741.9)
Accumulated other comprehensive loss	(247.4)	(234.2)
Total stockholder's deficiency	(1,089.4)	(933.1)
Total liabilities and stockholder's deficiency	$ 3,120.9	$ 3,147.5

See Accompanying Notes to Consolidated Financial Statements

REVLON CONSUMER PRODUCTS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(dollars in millions)

	Year Ended December 31, 2019	Year Ended December 31, 2018
Net sales	$ 2,419.6	$ 2,564.5
Cost of sales	1,052.2	1,117.0
Gross profit	1,367.4	1,447.5
Selling, general and administrative expenses	1,308.7	1,454.2
Acquisition, integration and divestiture costs	3.9	13.9
Restructuring charges and other, net	12.8	20.2
Impairment charges	—	18.0
(Gain) loss on divested assets	(26.6)	20.1
Operating income (loss)	68.6	(78.9)
Other expenses:		
Interest expense, net	196.6	176.6
Amortization of debt issuance costs	14.6	13.0
Foreign currency (gains) losses, net	(1.9)	15.8
Miscellaneous, net	16.4	1.3
Other expenses	225.7	206.7
Loss from continuing operations before income taxes	(157.1)	(285.6)
Provision for income taxes	1.6	3.4
Loss from continuing operations, net of taxes	(158.7)	(289.0)
Income (loss) from discontinued operations, net of taxes	7.5	(0.1)
Net loss	$ (151.2)	$ (289.1)
Other comprehensive (loss) income:		
Foreign currency translation adjustments[a]	(2.9)	(9.4)
Amortization of pension related costs, net of tax[b][c]	9.0	8.4
Pension re-measurement, net of tax [d]	(19.3)	(5.5)
Reclassification into earnings of accumulated losses from the de-designated 2013 Interest Rate Swap, net of tax[e]	—	0.7
Other comprehensive loss, net	(13.2)	(5.8)
Total comprehensive loss	$ (164.4)	$ (294.9)

[a] Net of tax expense of $1.8 million and a tax benefit of $0.1 million for 2019 and 2018, respectively.
[b] Net of tax expense of $1.1 million and $1.0 million for 2019 and 2018, respectively.
[c] This amount is included in the computation of net periodic benefit costs (income). See Note 12, "Pension and Post-Retirement Benefits," for additional information regarding net periodic benefit costs (income).
[d] Net of tax benefit of $5.2 million and $2.5 million for 2019 and 2018, respectively.
[e] Net of tax benefit of nil and $0.5 million for 2019 and 2018, respectively.

See Accompanying Notes to Consolidated Financial Statements

REVLON CONSUMER PRODUCTS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDER'S DEFICIENCY
(dollars in millions)

	Preferred Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholder's Deficiency
Balance, January 1, 2019	$ 54.6	$ 988.4	$ (1,741.9)	$ (234.2)	$ (933.1)
Stock-based compensation amortization	—	8.1	—	—	8.1
Net loss	—	—	(151.2)	—	(151.2)
Other comprehensive income, net [(a)]	—	—	—	(13.2)	(13.2)
Balance, December 31, 2019	$ 54.6	$ 996.5	$ (1,893.1)	$ (247.4)	$ (1,089.4)

	Preferred Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholder's Deficiency
Balance, January 1, 2018	$ 54.6	$ 971.2	$ (1,452.8)	$ (228.4)	$ (655.4)
Stock-based compensation amortization	—	17.2	—	—	17.2
Net loss	—	—	(289.1)	—	(289.1)
Other comprehensive income, net [(a)]	—	—	—	(5.8)	(5.8)
Balance, December 31, 2018	$ 54.6	$ 988.4	$ (1,741.9)	$ (234.2)	$ (933.1)

[(a)] See Note 15, "Accumulated Other Comprehensive Loss," regarding the changes in the accumulated balances for each component of other comprehensive loss during 2019 and 2018, respectively.

See Accompanying Notes to Consolidated Financial Statements

REVLON CONSUMER PRODUCTS CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in millions)

	Year Ended December 31, 2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (151.2)	$ (289.1)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	162.9	177.2
Foreign currency (gains) losses from re-measurement	(1.9)	15.8
Amortization of debt discount	1.6	1.4
Stock-based compensation amortization	8.1	17.2
Impairment charges	—	18.0
(Benefit from) provision for deferred income taxes	(30.0)	3.0
Amortization of debt issuance costs	14.6	13.0
Non-cash loss (gain) on divested assets	0.9	(0.7)
(Gain) loss on divested assets	(26.6)	20.1
Pension and other post-retirement cost	7.2	2.6
Change in assets and liabilities:		
Decrease (increase) in trade receivables	9.3	(0.3)
Decrease (increase) in inventories	74.5	(36.4)
Increase in prepaid expenses and other current assets	7.4	(52.6)
(Decrease) increase in accounts payable	(73.2)	1.6
(Decrease) increase in accrued expenses and other current liabilities	(39.3)	27.5
Pension and other post-retirement plan contributions	(12.1)	(8.8)
Purchases of permanent displays	(46.2)	(80.7)
Other, net	25.7	0.4
Net cash used in operating activities	(68.3)	(170.8)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(29.0)	(57.2)
Proceeds from the sale of certain assets	31.1	—
Net cash provided by (used in) investing activities	2.1	(57.2)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net decrease in short-term borrowings and overdraft	(17.3)	(1.1)
Net (repayments) borrowings under the Amended 2016 Revolving Credit Facility	(62.6)	178.0
Net borrowings under the 2019 Term Loan Facility	200.0	—
Net borrowings under the 2018 Foreign Asset-Based Term Loan	—	88.9
Repayments under the 2016 Term Loan Facility	(18.0)	(18.0)
Payment of financing costs	(15.3)	(9.7)
Tax withholdings related to net share settlements of restricted stock units and awards	(1.6)	(3.6)
Other financing activities	(0.9)	(1.4)
Net cash provided by financing activities	84.3	233.1
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(1.1)	(5.0)
Net increase in cash, cash equivalents and restricted cash	17.0	0.1
Cash, cash equivalents and restricted cash at beginning of period [a]	87.5	87.4
Cash, cash equivalents and restricted cash at end of period [a]	$ 104.5	$ 87.5
Supplemental schedule of cash flow information:(b)		
Cash paid during the period for:		
Interest	$ 194.6	$ 163.7
Income taxes, net of refunds	9.9	16.0

[a] These amounts include restricted cash of $0.2 million and $0.2 million as of December 31, 2019 and 2018, respectively, which represent cash on deposit in lieu of a mandatory prepayment under the 2018 Foreign Asset-Based Term Facility, and cash on deposit to support outstanding undrawn letters of credit, which were included within other assets in the Company's consolidated balance sheets.

[b] See Note 6, "Property, Plant, and Equipment," for supplemental disclosure of non-cash financing and investing activities in relation to the lease liabilities arising from obtaining right-of-use assets following the implementation of ASC Topic 842, *Leases*.

See Accompanying Notes to Consolidated Financial Statements

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revlon, Inc. ("Revlon" and together with its subsidiaries, the "Company") conducts its business exclusively through its direct wholly-owned operating subsidiary, Revlon Consumer Products Corporation ("Products Corporation") and its subsidiaries. Revlon is an indirect majority-owned subsidiary of MacAndrews & Forbes Incorporated (together with certain of its affiliates other than the Company, "MacAndrews & Forbes"), a corporation beneficially owned by Ronald O. Perelman. Mr. Perelman is Chairman of Revlon's and Product Corporation's Board of Directors.

The Company is a leading global beauty company with an iconic portfolio of brands that develops, manufactures, markets, distributes and sells an extensive array of color cosmetics; hair color, hair care and hair treatments; fragrances; skin care; beauty tools; men’s grooming products; anti-perspirant deodorants; and other beauty care products across a variety of distribution channels.

The Company operates in four brand-centric reporting units that are aligned with its organizational structure based on four global brand teams: Revlon; Elizabeth Arden; Portfolio; and Fragrances, which represent the Company's four reporting segments. Revlon segment products are primarily marketed, distributed and sold in the mass retail channel, large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department stores, professional hair and nail salons, one-stop shopping beauty retailers and specialty cosmetic stores in the U.S. and internationally. The Company's principal customers for its products in the Elizabeth Arden segment include prestige retailers, the mass retail channel, perfumeries, boutiques, department and specialty stores, e-commerce sites and travel retailers and distributors, as well as direct sales to consumers via Elizabeth Arden branded retail stores and e-commerce websites. During 2019, the Company re-acquired from its third-party licensee the rights to use the **Elizabeth Arden** and **Red Door** trademarks in connection with operating beauty salons and spas. In 2018, the Company launched direct-to-consumer on-line selling capabilities through its elizabetharden.com, americancrew.com, juicycouturebeauty.com and fleshbeauty.com websites. The Company’s Portfolio segment markets, distributes and sells a comprehensive line of premium, specialty and mass products primarily to the mass retail channel, hair and nail salons and professional salon distributors in the U.S. and internationally and large volume retailers, specialty and department stores. The Fragrance segment products are typically sold to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers and other international retailers. For further information, refer to Note 17, "Segment Data and Related Information."

Unless the context otherwise requires, all references to the Company mean Revlon and its subsidiaries, including, without limitation, its wholly-owned operating subsidiary, Products Corporation. Revlon as a public holding company, has no business operations of its own and owns, as its only material asset, all of the outstanding capital stock of Products Corporation. As such, its net income/(loss) has historically consisted predominantly of the net income/(loss) of Products Corporation, and in 2019 and 2018 included $7.9 million and $6.3 million, respectively, in expenses incidental to being a public holding company.

The accompanying Consolidated Financial Statements include the Company's accounts after the elimination of all material intercompany balances and transactions. Certain prior year amounts have been reclassified to conform to the current year presentation.

The preparation of the Company's Consolidated Financial Statements in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") requires management to make estimates and assumptions that affect amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from these estimates. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the Consolidated Financial Statements in the period they are determined to be necessary. Significant estimates made in the accompanying Consolidated Financial Statements include, but are not limited to: expected sales returns; certain assumptions related to the valuation of acquired intangible and long-lived assets and the recoverability of goodwill, intangible and long-lived assets; income taxes, including deferred tax valuation allowances and reserves for estimated tax liabilities; and certain estimates and assumptions used in the calculation of the net periodic benefit (income) costs and the projected benefit obligations for the Company’s pension and other post-retirement plans, including the expected long-term return on pension plan assets and the discount rate used to value the Company’s pension benefit obligations.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Discontinued Operations Presentation

As a result of the Company's decision on December 30, 2013 to exit its direct manufacturing, warehousing and sales business operations in mainland China within the Revlon segment effective December 31, 2013, the Company reports the results of its former China operations within income (loss) from discontinued operations, net of taxes in the Company's Consolidated Statements of Operations and Comprehensive (Loss) Income. See Note 3, "Discontinued Operations," for further discussion.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include cash in banks and highly liquid investments with original maturity dates of three months or less. Accounts payable include $13.3 million and $23.4 million of outstanding checks not yet presented for payment at December 31, 2019 and 2018, respectively. The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the statements of financial position that sum to the total of the same such amounts shown in the statements of cash flows:

	December 31,	
	2019	2018
Cash and cash equivalents	$ 104.3	$ 87.3
Restricted cash[(a)]	0.2	0.2
Total cash, cash equivalents and restricted cash	$ 104.5	$ 87.5

[(a)]Amounts included in restricted cash represent cash on deposit to support the Company's letters of credit and is included within other assets in the Company's consolidated balance sheets.

Trade Receivables

Trade receivables represent payments due to the Company for previously recognized net sales, reduced by an allowance for doubtful accounts for balances which are estimated to be uncollectible at period end. The Company grants credit terms in the normal course of business to its customers. Trade credit is extended based upon periodically updated evaluations of each customer's ability to perform its payment obligations. The Company does not normally require collateral or other security to support credit sales. The Company's three largest customers accounted for an aggregate of approximately 33% and 30% of the Company's outstanding trade receivables at December 31, 2019 and 2018, respectively.

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is based on standard cost and production variances, which approximates actual cost on the first-in, first-out method. Cost components include direct materials, direct labor and direct overhead, as well as in-bound freight. The Company records adjustments to the value of its inventory based upon its forecasted plans to sell products included in inventory, as well as planned product discontinuances. The physical condition (e.g., age and quality) of the inventories is also considered in establishing its valuation. These adjustments are estimates, which could vary significantly, either favorably or unfavorably, from the amounts that the Company may ultimately realize upon the disposition of inventories if future economic conditions, customer inventory levels, product discontinuances, sales return levels or competitive conditions differ from the Company's estimates and expectations.

Property, Plant and Equipment and Other Assets

Property, plant and equipment is recorded at cost and is depreciated on a straight-line basis over the estimated useful lives of such assets as follows: land improvements, 20 to 30 years; buildings and improvements, 5 to 50 years; machinery and equipment, 3 to 15 years; counters and trade fixtures, 3 to 5 years; office furniture and fixtures, 3 to 15 years; and capitalized software, 2 to 10 years. Leasehold improvements and building improvements are amortized over their estimated useful lives or over the terms of the leases or remaining life of the original structure, whichever is shorter. Repairs and maintenance are charged to the statement of operations as incurred, and expenditures for additions and improvements are capitalized. Counters and trade fixtures are amortized over their estimated useful life of the in-store counter and display related assets. The estimated useful life may be subject to change based upon declines in net sales and/or changes in merchandising programs. See Note 6, "Property, Plant and Equipment," for further discussion.

Included in other assets are permanent wall displays amounting to $101.0 million and $110.6 million as of December 31, 2019 and 2018, respectively, which are amortized generally over a period of 1 to 3 years. In the event of product discontinuances, from time-to-time, the Company may accelerate the amortization of related permanent wall displays based on the estimated remaining useful life of the asset. Amortization expense for permanent wall displays was $55.6 million and $50.7 million for 2019 and 2018, respectively.

Long-lived assets, such as property, plant and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. If events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable, the Company estimates the undiscounted future cash flows (excluding interest) resulting from the use of the asset and its ultimate disposition. If the sum of the undiscounted cash flows (excluding interest) is less than the carrying value, the Company recognizes an impairment loss, measured as the amount by which the carrying value exceeds the fair value of the asset. There were no impairment charges to long-lived assets during the years ended December 31, 2019 and 2018.

Deferred Financing Costs

The Company capitalizes deferred financing costs related to the issuance of revolving lines of credit and amortizes such costs over the terms of the related debt instruments using the effective-interest method. Capitalized deferred financing costs were nil and $4.0 million during 2019 and 2018, respectively.

Leases

The Company adopted Accounting Standards Update ("ASU") No. 2016-02, "Leases (Topic 842)" ("ASU No. 2016-02" or "ASC 842"), beginning as of January 1, 2019, using a modified retrospective approach and applying the standard’s transition provisions at the effective date of January 1, 2019. ASU No. 2016-02 requires that a lessee recognize, for both finance leases and operating leases, a liability to make lease payments (the lease liability) and a Right-of-Use (“ROU”) asset representing its right to use the underlying leased asset for the lease term. The lease liability is equal to the present value of the lease payments and the ROU asset is based on the lease liability, subject to certain adjustments, such as pre-payments, initial direct costs, lease incentives and accrued rent. In addition, upon adoption the Company elected the available practical expedients allowed by the guidance under:

- ASC 842-10-15-37, by not separating lease components from non-lease components and instead accounting for all components as a single lease component for all of its classes of underlying assets, i.e., for any type of equipment leases and real estate leases; and
- ASC 842-10-65-1, by not reassessing at the transition date: (i) whether any expired or existing contracts are or contain leases; (ii) lease classification for any expired or existing leases; and (iii) initial direct costs for any existing leases.

The Company determines if an arrangement is a lease at inception, considering whether the contract conveys a right to control the use of the identified asset for a period of time in exchange for consideration. Operating leases are included in ROU assets, recorded within “Property, Plant and Equipment,” and operating lease liabilities are recorded within either "Accrued expenses and other current liabilities" and/or "Other long-term liabilities" in the Company’s consolidated balance sheets. Finance leases are included in ROU assets recorded within “Property, Plant and Equipment,” and finance lease liabilities are recorded within either "Accrued expenses and other current liabilities" and/or "Other long-term liabilities" in the Company’s consolidated balance sheets, given their immateriality.

As most of the Company’s leases do not provide the lease implicit rates, the Company uses its incremental borrowing rates as the discount rate, adjusted as applicable, based on the information available at the lease commencement dates to determine the present value of lease payments. The Company may use the lease implicit rate, when readily determinable, as the discount rate to determine the present value of lease payments.

Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Operating lease expense is recognized on a straight-line basis over the applicable lease term.

At lease commencement, for initial measurement, variable lease payments that do not depend on an index or rate, if any, are excluded from lease payments. Subsequent to initial measurement, these variable payments are recognized when the event determining the amount of the variable consideration to be paid occurs. Leases with an initial lease term of 12 months or less are not included in the lease liability or ROU asset.

After adoption, ROU assets and lease liabilities for operating leases are measured in accordance with the guidance in ASC 842-20-35-3, and ROU assets and lease liabilities for finance leases are measured in accordance with the guidance in ASC 842-30-35-1. The Company’s ROU assets for operating or finance leases are subject to the impairment guidance in ASC 360, Property, Plant, and Equipment.

See Note 6, "Property, Plant and Equipment," for further information on the Company's leases.

Goodwill

Goodwill represents the excess purchase price for businesses acquired over the fair value of net assets acquired. Goodwill is not amortized, but rather it is reviewed annually for impairment at the reporting unit level using October 1st carrying values, or when there is evidence that events or changes in circumstances indicate that the Company’s carrying amount may not be recovered.

For 2019, in assessing whether goodwill was impaired in connection with its annual impairment testing performed during the fourth quarter of 2019 using October 1st, 2019 carrying values, the Company, in accordance with Financial Accounting Standards Board ("FASB"), Accounting Standard Codification ("ASC") 350, Intangibles - Goodwill and Other ("ASC 350"), performed qualitative assessments for its (i) Revlon, (ii) Elizabeth Arden Skin and Color and (iii) Fragrances reporting units and a quantitative assessment for its (x) Mass Portfolio, (y) Professional Portfolio and (z) Elizabeth Arden Fragrances reporting units.

In performing the 2019 qualitative assessment, the Company considered, among other factors, the financial performance of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units, as well as the results of the annual quantitative analysis performed in 2018 for each of these reporting units. Based upon such assessment, the Company determined that it was more likely than not that the fair value of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units exceeded their respective carrying amounts for 2019.

In performing the 2019 quantitative assessment, the Company used the simplified approach allowed under ASU No. 2017-04, "Simplifying the Test for Goodwill Impairment," which the Company early adopted in October 2018, to test its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units for impairment. Based upon such assessment, the Company determined that it was more likely than not that the fair value of each of its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units exceeded their respective carrying amounts for 2019.

For 2018, the Company first performed a qualitative assessment on all of its reporting units, which indicated that indicators of impairment existed for the Mass Portfolio reporting unit within the Portfolio segment. Subsequently, the Company used the simplified approach allowed under ASU No. 2017-04 to test its Mass Portfolio reporting unit for impairment. Following the results of such assessment, the Company recognized an $18.0 million non-cash goodwill impairment charge related to the Mass Portfolio reporting unit within the Portfolio segment in the fourth quarter of 2018. Following the recognition of this non-cash goodwill impairment charge, the Mass Portfolio reporting unit had $54.3 million in remaining goodwill as of December 31, 2018.

See Note 7, "Goodwill and Intangible Assets, Net," for further information on the Company's goodwill and annual impairment testing.

Intangible Assets, net

Intangible Assets, net, include trade names and trademarks, customer relationships, patents and internally developed intellectual property ("IP") and acquired licenses. Indefinite-lived intangible assets, consisting of certain trade names, are not amortized, but rather are tested for impairment annually during the fourth quarter using October 1st carrying values similar to goodwill, in accordance with ASC 350, and the Company recognizes an impairment if the carrying amount of its intangible assets exceeds its fair value. Intangible assets with finite useful lives are amortized over their respective estimated useful lives to their estimated residual values. The Company writes off the gross carrying amount and accumulated amortization for intangible assets in the year in which the asset becomes fully amortized.

Finite-lived intangible assets are considered for impairment under ASC 360-10, Impairment and Disposal of Long-Lived Assets ("ASC 360"), upon the occurrence of certain "triggering events" and the Company recognizes an impairment if the carrying amount of the long-lived asset group exceeds the Company's estimate of the asset group's undiscounted future cash flows.

For each of 2019 and 2018, no impairment was recognized related to the carrying value of any of the Company's finite or indefinite-lived intangible assets as a result of the annual impairment testing. See Note 7, "Goodwill and Intangible Assets, Net," for further discussion of the Company's intangible assets, including a summary of finite-lived and indefinite-lived intangible assets.

Revenue Recognition and Sales Returns

On January 1, 2018 the Company adopted ASU No. 2014-09, "Revenue from Contracts with Customers," using the modified retrospective method. Results for the reporting period beginning after January 1, 2018 are presented under this new guidance, while prior period amounts continue to be reported in accordance with the Company's historical accounting practices under previous guidance. However, given the nature of the Company's products and the terms and conditions applicable to sales to its customers, the timing and amount of revenue recognized based on the underlying principles of this guidance are consistent with the Company's revenue recognition policy under previous guidance.

In accordance with the new guidance, the Company's policy is to recognize revenue at an amount that reflects the consideration that the Company expects that it will be entitled to receive in exchange for transferring goods or services to its customers. The Company's policy is to record revenue when control of the goods transfers to the customer. Net sales are comprised of gross revenues from sales of products less expected product returns, trade discounts and customer allowances, which include costs associated with off-invoice mark-downs and other price reductions, as well as trade promotions and coupons.

The Company allows customers to return their unsold products if and when they meet certain Company-established criteria as set forth in the Company's trade terms. The Company regularly reviews and revises, when deemed necessary, its estimates of sales returns based primarily upon the historical rate of actual product returns, planned product discontinuances, new product launches and estimates of customer inventory and promotional sales. For returned products that the Company expects to resell at a profit, the Company records, in addition to sales returns as a reduction to sales and cost of sales and an increase to accrued liabilities for the amount expected to be refunded to the customer, an increase to the asset account used to reflect the Company's right to recover products. The amount of the asset account is valued based upon the former carrying amount of the product (i.e., inventory), less any expected costs to recover the products. As the estimated product returns that are expected to be resold at a profit do not comprise a significant amount of the Company's net sales or assets, the Company does not separately report these amounts.

The Company's revenues are also net of certain marketing arrangements with its retail customers. Pursuant to its trade terms with these retail customers, the Company reimburses them for a portion of their advertising costs, which provide advertising benefits to the Company. These arrangements are in the form of marketing development funds and/or cooperative advertising programs and are used by the Company to drive sales. The advertising programs follow an annual schedule of planned events that is continually updated based on the Company's perceived needs and contractual terms. As these marketing expenditures cannot be directly linked to product sales, the Company records these expenses as a reduction of revenue at the higher of actual spend or estimated costs based on a reserve rate methodology. In limited instances when products are sold under consignment arrangements, the Company does not recognize revenue until control over such products has transferred to the end consumer. Other revenues, primarily royalties, do not comprise a material amount of the Company's net sales.

The Company incurs costs associated with product distribution, such as freight and handling costs. The Company has elected to treat these costs as fulfillment activities and recognizes these costs at the same time that it recognizes the underlying product revenue.

While the adoption of the new guidance under ASU No. 2014-09 did not have a material impact on the Company's revenues, results of operations or financial condition, the Company expanded its financial statement disclosures as required by this new standard. See Note 17, "Segment Data and Related Information," for additional disclosures provided as a result of this ASU.

Cost of Sales

Cost of sales includes all of the costs to manufacture the Company's products. For products manufactured in the Company's own facilities, such costs include raw materials and supplies, direct labor and factory overhead. For products manufactured for the Company by third-party contractors, such cost represents the amounts invoiced by the contractors. Cost of sales also includes the cost of refurbishing products returned by customers that will be offered for resale and the cost of inventory write-downs associated with adjustments of held inventories to their net realizable value. These costs are reflected in the Company’s consolidated statements of operations and comprehensive (loss) income when the product is sold and net sales revenues are recognized or, in the case of inventory write-downs, when circumstances indicate that the carrying value of inventories is in excess of their recoverable value. Additionally, cost of sales reflects the costs associated with certain free products included as sales and promotional incentives. These incentive costs are recognized at the same time that the Company recognizes the related revenue.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses include expenses to advertise the Company's products, such as television advertising production costs and air-time costs, print advertising costs, digital marketing costs, promotional displays and consumer promotions. SG&A expenses also include the amortization of permanent wall displays and finite-lived intangible assets, depreciation of certain fixed assets, distribution costs (such as freight and handling), non-manufacturing overhead (principally personnel and related expenses), selling and trade educations fees, insurance and professional service fees.

Advertising

Advertising within SG&A expenses includes television, print, digital marketing and other advertising production costs that are expensed the first time the advertising takes place. The costs of promotional displays are expensed in the period in which they are shipped to customers. Advertising expenses were $446.8 million and $507.0 million for 2019 and 2018, respectively, which were included in SG&A expenses in the Company's consolidated statements of operations and comprehensive (loss) income. The Company also has various arrangements with customers pursuant to its trade terms to reimburse them for a portion of their advertising costs, which provide advertising benefits to the Company. Additionally, from time-to-time, the Company may pay fees to customers in order to expand or maintain shelf space for its products. The costs that the Company incurs for "cooperative" advertising programs, end cap placement, shelf placement costs, slotting fees and marketing development funds, if any, are expensed as incurred and are recorded as a reduction within net sales.

Distribution Costs

Costs associated with product distribution, such as freight and handling costs, are recorded within SG&A expenses when incurred. Distribution costs were $135.7 million and $144.6 million for 2019 and 2018, respectively.

Income Taxes

Income taxes are calculated using the asset and liability method. Under this method, the Company recognizes deferred tax assets and liabilities for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases, as well as for operating loss and tax credit carryforwards. The Company measures deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company recognizes the effect of a change in income tax rates on deferred tax assets and liabilities in income in the period that includes the enactment date. The Company records valuation allowances to reduce deferred tax assets when management determines that it was more likely than not that a tax benefit will not be realized. The Company recognizes a tax position in its financial statements when management determines that it was more likely than not that the position will be sustained upon examination, based on the merits of such position. The Company recognizes liabilities for unrecognized tax positions in the U.S. and other tax jurisdictions based on an estimate of whether and the extent to which additional taxes will be due. If payment of these amounts is ultimately not required, the reversal of the liabilities would result in additional tax benefits recognized in the period in which the Company determines that the liabilities are no longer required. If the estimate of tax liabilities is ultimately less than the final assessment, this will result in a further charge to expense. The Company recognizes interest and penalties related to income tax matters in income tax expense. See Note 14, "Income Taxes," to the Consolidated Financial Statements in this 2019 Form 10-K for discussion of the Tax Act (as hereinafter defined).

Research and Development

Research and development expenditures are expensed as incurred and included within SG&A expenses. The amounts charged in 2019 and 2018 for research and development expenditures were $40.3 million and $42.4 million, respectively.

Foreign Currency Translation

Assets and liabilities of foreign operations, whose functional currency is the local currency, are translated into U.S. Dollars at the rates of exchange in effect at the balance sheet date. Income and expense items are translated at the weighted-average exchange rates prevailing during each period presented. Gains and losses resulting from foreign currency transactions are included in the results of operations. Gains and losses resulting from translation of financial statements of foreign subsidiaries and branches operating in non-hyperinflationary economies are recorded as a component of accumulated other comprehensive loss until either the sale or upon the complete or substantially complete liquidation by the Company of its investment in a foreign entity. To the extent that foreign subsidiaries and branches operate in hyperinflationary economies, non-monetary assets and liabilities are translated at historical rates and translation adjustments are included in the Company's results of operations.

Basic and Diluted Earnings per Common Share and Classes of Stock

Shares used in basic earnings per share are computed using the weighted-average number of common shares outstanding during each period. Shares used in diluted earnings per share include the dilutive effect of unvested restricted shares and restricted stock units ("RSUs") issued under the Stock Plan using the treasury stock method. (See Note 18, "Revlon, Inc. Basic and Diluted Earnings (Loss) Per Common Share").

Stock-Based Compensation

The Company recognizes stock-based compensation costs for its restricted stock and restricted stock units, measured at the fair value of each award at the time of grant, as an expense over the period during which an employee is required to provide service. Upon the vesting of restricted stock and RSUs, any resulting tax benefits are recognized in the consolidated statements of operations and comprehensive (loss) income as the awards vest or are settled. The Company reflects such excess tax benefits as cash flows from financing activities in the consolidated statements of cash flows. The Company accounts for forfeitures as a reduction of compensation cost in the period when such forfeitures occur.

Derivative Financial Instruments

The Company is exposed to certain risks relating to its ongoing business operations. The Company may, from time-to-time, use derivative financial instruments, including: (i) foreign currency forward exchange contracts ("FX Contracts") intended for the purpose of managing foreign currency exchange risk by reducing the effects of fluctuations in foreign currency exchange rates on the Company’s net cash flows; and (ii) interest rate hedging transactions intended for the purpose of managing interest rate risk associated with Products Corporation’s variable rate indebtedness.

Foreign Currency Forward Exchange Contracts

Products Corporation may, from time-to-time, enter into FX Contracts primarily to hedge the anticipated net cash flows resulting from inventory purchases and intercompany payments denominated in currencies other than the local currencies of the Company’s foreign and domestic operations and generally have maturities of less than one year. The Company does not apply hedge accounting to its FX Contracts. The Company records FX Contracts in its consolidated balance sheet at fair value and immediately recognizes changes in fair value in earnings. Fair value of the Company’s FX Contracts is determined by using observable market transactions of spot and forward rates. At December 31, 2019, the Company had no outstanding FX Contracts. See Note 11, "Financial Instruments," for further information on the Company's FX Contracts.

Interest Rate Swap

As a result of the Company completing several debt transactions in connection with the September 7, 2016 acquisition of Elizabeth Arden, Inc. ("Elizabeth Arden," the "Elizabeth Arden Acquisition" and the "Elizabeth Arden Acquisition Date," respectively), the critical terms of the 2013 Interest Rate Swap (as hereinafter defined) no longer matched the terms of the underlying debt and the 2013 Interest Rate Swap was determined to no longer be highly effective. Accordingly, the Company discontinued hedge accounting for the 2013 Interest Rate Swap during the third quarter of 2016. Following this de-designation, changes in the fair value of the 2013 Interest Rate Swap were accounted for as a component of other non-operating expenses. Accumulated deferred losses of $6.3 million, or $3.9 million net of tax, at the De-designation Date, that were previously recorded as a component of accumulated other comprehensive loss, were fully amortized into earnings over the remaining term of the 2013 Interest Rate Swap, which expired in May 2018. See Note 11, "Financial Instruments," for further information on the Company's 2013 Interest Rate Swap. Refer to Note 9, "Debt," for further details related to financing the Elizabeth Arden Acquisition and related debt restructuring transactions.

Recent Transactions

In connection with the Company's ongoing Strategic Review, during 2019 the divestiture from certain brands resulted in gains on sale of assets of approximately $27.4 million, which are recorded in "(Gain) loss on divested assets" on the Company's Consolidated Statement of Operations and Comprehensive Loss as of December 31, 2019.

See Note 22, “Subsequent Events” for more recent transactions.

Recently Evaluated and/ or Adopted Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, which requires lessees to recognize a right-of-use asset and a related lease liability on the balance sheet for all leases, with the exception of short-term leases. The lease liability will be equal to the present value of lease payments and the right-of-use asset will be based on the lease liability, subject to certain adjustments, such as initial direct costs. Leases will continue to be classified as either operating or finance leases in the income statement. This guidance is effective for annual periods beginning after December 15, 2018, with early adoption permitted. The Company adopted ASU No. 2016-02 beginning as of January 1, 2019, using a modified retrospective approach and applying the standard’s transition provisions at the effective date of January 1, 2019. In addition, the Company elected to apply the package of practical expedients identified under ASC 842. As of January 1, 2019, the Company used an average discount rate of approximately 16%, based on an estimate of the Company's incremental borrowing rates. See Note 6, "Property, Plant and Equipment," for additional disclosures provided as a result of ASU 2016-02.

In February 2018, the FASB issued ASU No. 2018-02, "Income Statement - Reporting Comprehensive Income (Topic 220) - Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which gives entities the option to reclassify tax effects stranded in accumulated other comprehensive income as a result of the Tax Cuts and Jobs Act of 2017 (the "Tax Act") to retained earnings. The guidance was effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Entities are required to make additional disclosures, regardless of whether they elect to reclassify stranded amounts of tax effects. The Company has elected not to adopt this amendment and will include required financial statement disclosures, as applicable. No impact is expected to the Company’s results of operations and/or financial condition.

Recently Issued Accounting Pronouncements

In December 2019, the FASB issued ASU No. 2019-12, "Income Taxes (Topic 740) - Simplifying the Accounting for Income Taxes," which removes certain exceptions for recognizing deferred taxes for investments, performing intra-period allocations and calculating income taxes in interim periods. This ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. This guidance is effective for annual periods beginning after December 15, 2020, with early adoption permitted, including adoption in any interim period. An entity that elects to early adopt the amendments in an interim period should reflect any adjustments as of the beginning of the annual period that includes that interim period. Additionally, an entity that elects early adoption must adopt all the amendments in the same period. The amendments in this ASU that are related to separate financial statements of legal entities that are not subject to tax should be applied on a retrospective basis for all periods presented. The amendments in this ASU that are related to changes in ownership of foreign equity method investments or foreign subsidiaries should be applied on a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. The amendments in this ASU that are related to franchise taxes that are partially based on income should be applied on either a retrospective basis for all periods presented or a modified retrospective basis through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. All other amendments under this ASU should be applied on a prospective basis. The Company is in the process of assessing the impact, if any, that this ASU is expected to have on the Company’s results of operations, financial condition and/or financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-15, "Internal Use Software (Subtopic 350-40) - Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract," which requires a customer in a cloud computing hosting arrangement that is a service contract to follow the existing guidance in ASC 350-40 on internal-use software to determine which implementation costs are to be deferred and recognized as an asset and which costs are to be expensed as incurred. This guidance is effective for annual periods beginning after December 15, 2019, with early adoption permitted, and may be applied either retrospectively or prospectively to all software implementation costs incurred after adoption. The Company adopted ASU No. 2018-15 prospectively, beginning as of January 1, 2020. The Company has completed its assessment and has determined that this new guidance will not have a material impact on the Company’s results of operations, financial condition and/or financial statement disclosures.

In August 2018, the FASB issued ASU No. 2018-14, "Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans.” This new guidance removes certain disclosures that are not considered cost beneficial, clarifies certain required disclosures and requires certain additional disclosures. This guidance is effective for annual periods beginning after December 15, 2020, with early adoption permitted. The Company will adopt this guidance (on a retrospective basis for certain new additional disclosures), beginning as of January 1, 2021. While the Company is currently assessing the impact of this new pronouncement, the new guidance, which only affects disclosure items, is not expected to have a material impact on the Company’s results of operations, financial condition and/or financial statement disclosures.

In June 2016, the FASB issued ASU No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments," which was subsequently amended in November 2018 through ASU No. 2018-19, "Codification Improvements to Topic 326, Financial Instruments - Credit Losses." ASU No. 2016-13 will require entities to estimate lifetime expected credit losses for trade and other receivables, net investments in leases, financing receivables, debt securities and other instruments, which will result in earlier recognition of credit losses. Further, the new credit loss model will affect how entities in all industries estimate their allowance for losses for receivables that are current with respect to their payment terms. ASU No. 2018-19 further clarifies that receivables arising from operating leases are not within the scope of Topic 326. Instead, impairment from receivables of operating leases should be accounted for in accordance with Topic 842, Leases. In November 2019, the FASB issued ASU No. 2019-10, which, among other things, deferred the application of the new guidance on credit losses for smaller reporting companies ("SRC") to fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. This guidance will be applied through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective (i.e., a modified-retrospective approach). Under the above-mentioned deferral, the Company expects to adopt ASU No. 2016-03, and the related ASU No. 2018-19 amendments, beginning as of January 1, 2023 and is in the process of assessing the impact, if any, that this new guidance is expected to have on the Company’s results of operations, financial condition and/or financial statement disclosures.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

2. RESTRUCTURING CHARGES

2018 Optimization Restructuring Program

In November 2018, the Company announced that it was implementing the 2018 Optimization Restructuring Program (the "2018 Optimization Program") designed to streamline the Company's operations, reporting structures and business processes, with the objective of maximizing productivity and improving profitability, cash flows and liquidity. The 2018 Optimization Program was substantially completed by December 31, 2019.

As of December 31, 2019, restructuring and related charges to be paid in cash are approximately 88% of the total charges, of which approximately $25.9 million were already paid through December 31, 2019, with any residual balance expected to be paid in 2020.

A summary of the 2018 Optimization Restructuring Charges incurred since its inception in November 2018 and through December 31, 2019 is presented in the following table:

	Restructuring Charges and Other, Net					
	Employee Severance and Other Personnel Benefits	Other Costs	Total Restructuring Charges	Inventory Adjustments[a]	Other Related Charges[b]	Total Restructuring and Related Charges
Charges incurred through December 31, 2018	$ 4.5	$ —	$ 4.5	$ —	$ 1.2	$ 5.7
Charges incurred during 2019	15.8	0.3	16.1	4.9	12.8	33.8
Cumulative charges incurred through December 31, 2019	$ 20.3	$ 0.3	$ 20.6	$ 4.9	$ 14.0	$ 39.5

[a] Inventory adjustments are recorded within cost of sales in the Company's Consolidated Statement of Operations and Comprehensive Loss.
[b] Other related charges are recorded within SG&A in the Company's Consolidated Statement of Operations and Comprehensive Loss.

A summary of the 2018 Optimization Restructuring Charges incurred since its inception in November 2018 and through December 31, 2019 by reportable segment is presented in the following table:

	Charges incurred during 2019	Cumulative charges incurred through December 31, 2019
Revlon	$ 6.9	$ 8.8
Elizabeth Arden	3.4	4.3
Portfolio	3.0	4.0
Fragrances	2.8	3.5
Total	$ 16.1	$ 20.6

EA Integration Restructuring Program

In December 2016, in connection with integrating the Elizabeth Arden and Revlon organizations, the Company began the process of implementing certain integration activities, including consolidating offices, eliminating certain duplicative activities and streamlining back-office support (the "EA Integration Restructuring Program"). The EA Integration Restructuring Program was designed to reduce the Company's cost of goods sold and SG&A expenses. The EA Integration Restructuring Program was completed by December 31, 2018. In connection with implementing the EA Integration Restructuring Program, and since its inception in December 2016, the Company recognized $80.3 million of total pre-tax restructuring charges (the "EA Integration Restructuring Charges"), consisting of: (i) $70.3 million of employee-related costs, including severance, retention and other contractual termination benefits; (ii) $5.1 million of lease termination costs; and (iii) $4.9 million of other related charges. The Company paid $71.9 million through December 31, 2019 in connection with the EA Integration Restructuring Program, with any remaining balance expected to be paid after 2019.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

A summary of the EA Integration Restructuring Charges incurred since its inception in December 2016 and through December 31, 2019 is presented in the following table:

	Restructuring Charges and Other, Net					
	Employee Severance and Other Personnel Benefits[a]	Lease Termination and Other Costs[b]	Total Restructuring Charges	Inventory Adjustments[c]	Other Related Charges[d]	Total Restructuring and Related Charges
Cumulative charges incurred through December 31, 2018	$ 72.2	$ 5.1	$ 77.3	$ 1.9	$ 3.0	$ 82.2
Charges incurred during 2019	(1.9)	—	(1.9)	—	—	(1.9)
Cumulative charges incurred through December 31, 2019	$ 70.3	$ 5.1	$ 75.4	$ 1.9	$ 3.0	$ 80.3

[a] Includes reversal due to true-up during 2019 of previously-accrued restructuring charges.
[b] Lease termination liabilities related to certain exited office space were adjusted following the implementation of ASC 842. See Note 6, "Property, Plant & Equipment," for additional information.
[c] Inventory adjustments are recorded within cost of sales in the Company’s Consolidated Statement of Operations and Comprehensive Loss.
[d] Other related charges are recorded within SG&A in the Company’s Consolidated Statement of Operations and Comprehensive Loss.

A summary of the EA Integration Restructuring Charges incurred since inception in December 2016 and through December 31, 2019 by reportable segment is presented in the following table:

	Reversal of charges during 2019	Cumulative charges incurred through December 31, 2019
Revlon	$ (0.8)	$ 32.1
Elizabeth Arden	(0.2)	13.1
Portfolio	(0.4)	12.7
Fragrances	(0.5)	17.5
Total	$ (1.9)	$ 75.4

Restructuring Reserve

The liability balance and related activity for each of the Company's restructuring programs are presented in the following table:

				Utilized, Net		
	Liability Balance at January 1, 2019	Expense, Net	Foreign Currency Translation	Cash	Non-cash	Liability Balance at December 31, 2019
2018 Optimization Program:						
Employee severance and other personnel benefits	$ 3.7	$ 15.8	$ —	$ (13.8)	$ —	$ 5.7
Other	—	0.3	—	(0.3)	—	—
Total 2018 Optimization Program	3.7	16.1	—	(14.1)	—	5.7
EA Integration Restructuring Program:						
Employee severance and other personnel benefits	13.8	(1.9)	(0.2)	(7.7)	—	4.0
Other[a]	3.4	—	—	(0.3)	(3.5)	(0.4)
Total EA Integration Restructuring Program	17.2	(1.9)	(0.2)	(8.0)	(3.5)	3.6
Other immaterial actions:[b]						
Employee severance and other personnel benefits	4.6	(1.4)	—	(1.8)	(1.1)	0.3
Other	0.9	—	—	(0.5)	—	0.4
Total other immaterial actions	5.5	(1.4)	—	(2.3)	(1.1)	0.7
Total restructuring reserve	$ 26.4	$ 12.8	$ (0.2)	$ (24.4)	$ (4.6)	$ 10.0

[a] Non-cash utilization relates to approximately $3.5 million of lease termination liabilities related to certain exited office space that were adjusted following the implementation of ASC 842. See Note 6, "Property, Plant, and Equipment," for additional information.
[b] Consists primarily of the Company's other individually and collectively immaterial restructuring initiatives, including those in Denmark, Norway and Sweden.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

	Liability Balance at January 1, 2018	Expense, Net	Foreign Currency Translation	Utilized, Net		Liability Balance at December 31, 2018
				Cash	Non-Cash[(a)]	
2018 Optimization Program:						
Employee severance and other personnel benefits	$ —	$ 4.5	$ —	$ (0.8)	$ —	$ 3.7
Other	—	—	—	—	—	—
Total 2018 Optimization Program	—	4.5	—	(0.8)	—	3.7
EA Integration Restructuring Program:						
Employee severance and other personnel benefits	25.8	9.4	(0.3)	(21.1)	—	13.8
Other	3.9	0.1	—	(0.3)	(0.3)	3.4
Total EA Integration Restructuring Program	29.7	9.5	(0.3)	(21.4)	(0.3)	17.2
Other immaterial actions:						
Employee severance and other personnel benefits	2.5	5.1	—	(3.0)	—	4.6
Other	1.7	1.1	(0.1)	(1.8)	—	0.9
Total other immaterial actions	4.2	6.2	(0.1)	(4.8)	—	5.5
Total restructuring reserve	$ 33.9	$ 20.2	$ (0.4)	$ (27.0)	$ (0.3)	$ 26.4

[(a)] Relates to the reversal of excessive accrual of professional fees.

As of December 31, 2019 and 2018, all of the restructuring reserve balances were included within accrued expenses and other current liabilities in the Company's Consolidated Balance Sheets.

See Note 22, “Subsequent Events – Revlon 2020 Restructuring Program.”

3. DISCONTINUED OPERATIONS

In December 2013, the Company announced restructuring actions that primarily included exiting its direct manufacturing, warehousing and sales business operations in mainland China within the Revlon segment (the "December 2013 Program"). The December 2013 Program resulted in the elimination of approximately 1,100 positions in 2014, primarily in China. With the implementation of the December 2013 Program, the results of the China discontinued operations, which relate entirely to the Revlon segment, are included within income from discontinued operations, net of taxes. Notwithstanding this 2013 program, the Company re-launched the Revlon brand in China in July 2019. The summary comparative financial results of discontinued operations were as follows for the periods presented:

	Year Ended December 31,	
	2019	2018
Net sales	$ —	$ —
Income (loss) from discontinued operations, before taxes	7.5	(0.1)
Provision for income taxes	—	—
Income (loss) from discontinued operations, net of taxes	7.5	(0.1)

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

As of December 31, 2019 and December 31, 2018, assets and liabilities of the China discontinued operations included in the Consolidated Balance Sheets consisted of the following:

	December 31, 2019	December 31, 2018
Cash and cash equivalents	$ 1.0	$ 1.1
Trade receivables, net	—	0.2
Total current assets	1.0	1.3
Total assets	$ 1.0	$ 1.3
Accounts payable	$ —	$ 0.5
Accrued expenses and other	1.2	3.3
Total current liabilities	1.2	3.8
Total liabilities	$ 1.2	$ 3.8

4. INVENTORIES

As of December 31, 2019 and 2018, the Company's inventory balances consisted of the following:

	December 31,	
	2019	2018
Finished goods	$ 326.5	$ 374.1
Raw materials and supplies	110.4	143.5
Work-in-process	11.5	5.6
	$ 448.4	$ 523.2

5. PREPAID EXPENSES AND OTHER

As of December 31, 2019 and 2018, the Company's prepaid expenses and other balances were as follows:

	December 31,	
	2019	2018
Prepaid expenses	$ 68.9	$ 71.5
Taxes [(a)]	40.4	46.9
Other	26.0	33.6
	$ 135.3	$ 152.0

[(a)] Taxes for Products Corporation as of December 31, 2019 and December 31, 2018 were $36.5 million and $42.9 million, respectively.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

6. PROPERTY, PLANT AND EQUIPMENT

As of December 31, 2019 and 2018, the Company's property, plant and equipment balances consisted of the following:

	December 31,	
	2019	2018
Land and improvements	$ 11.0	$ 11.2
Building and improvements	113.0	103.2
Machinery and equipment	296.0	286.7
Office furniture, fixtures and capitalized software	241.5	220.0
Counters and trade fixtures	52.9	56.0
Leasehold improvements	50.1	51.5
Construction-in-progress	14.0	51.1
Right-of-Use assets [a]	118.2	—
Property, plant and equipment, gross	896.7	779.7
Accumulated depreciation and amortization	(488.1)	(425.2)
Property, plant and equipment, net	$ 408.6	$ 354.5

[a] Following implementation of ASC 842 under the modified retrospective approach as of January 1, 2019, this caption includes the Company's ROU assets for operating and finance leases. Finance leases of approximately $5.5 million were included in machinery and equipment as of December 31, 2018. See discussion below for further information.

Depreciation and amortization expense on property, plant and equipment for December 31, 2019 and December 31, 2018 was $63.4 million and $66.8 million, respectively.

Leases

Products Corporation leases facilities for executive offices, warehousing, research and development and sales operations and leases various types of equipment under operating and finance lease agreements. The majority of Products Corporation’s real estate leases, in terms of total undiscounted payments, are located in the U.S.

The Company adopted ASU No. 2016-02 beginning as of January 1, 2019, using a modified retrospective approach and applying the standard’s transition provisions at the effective date of January 1, 2019. The comparative information has not been restated and continues to be reported under the lease accounting standard in effect for those periods.

The Company's adoption of ASU No. 2016-02 had a material impact on the Company’s consolidated balance sheets but did not have an impact on the Company’s statements of operations and comprehensive loss and cash flows.

As of January 1, 2019, the Company's adoption of ASU No. 2016-02 resulted in:

- the recognition of ROU assets for operating leases and finance leases of approximately $109.3 million and $1.5 million, respectively;
- the recognition of lease liabilities for operating leases and finance leases of approximately $123.4 million and $1.4 million, respectively; and
- a decrease of approximately $11.3 million in accrued rent (of which $10.7 million was recorded in other long-term liabilities and $0.6 million was recorded in accrued expenses and other current liabilities), a decrease of approximately $3.5 million in lease termination liabilities and a decrease of approximately $0.7 million in prepaid rent, due to adjustments to balances previously recorded on the consolidated balance sheets upon transition from the legacy ASC 840 to ASC 842.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The following table includes disclosure related to the new ASC 842 lease standard, after application of the aforementioned practical expedients and short-term lease considerations:

	Year Ended December 31, 2019
Lease Cost:	
Finance Lease Cost:	
Amortization of ROU assets	$ 0.3
Interest on lease liabilities	0.2
Operating Lease Cost	41.7
Total Lease Cost	$ 42.2
Other Information:	
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from finance leases	0.2
Operating cash flows from operating leases	39.4
Financing cash flows from finance leases	0.8
ROU assets for finance leases	1.0
ROU assets for operating leases	91.4
Amortization on ROU assets for finance leases	0.3
Amortization on ROU assets for operating leases	23.2
Weighted-average remaining lease term - finance leases	2.8 years
Weighted-average remaining lease term - operating leases	6.2 years
Weighted-average discount rate - finance leases	15.6 %
Weighted-average discount rate - operating leases	15.8 %

Maturities of lease liabilities as of December 31, 2019 were as follows:

	Operating Leases	Finance Leases
2020	$ 34.0	$ 0.7
2021	30.5	0.5
2022	24.0	0.3
2023	19.7	—
2024	14.3	—
Thereafter	46.8	—
Total undiscounted cash flows	$ 169.3	$ 1.5
Present value:		
Short-term lease liability	$ 14.0	$ 0.5
Long-term lease liability	92.8	0.5
Total lease liability	$ 106.8	$ 1.0
Difference between undiscounted cash flows and discounted cash flows	$ 62.5	$ 0.5

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The following table presents the minimum rental commitments under the Company's non-cancelable leases, including those pertaining to idled facilities, as of December 31, 2018 under the guidance applicable prior to the adoption of ASC 842.

Minimum Rental Commitments	**2019**	**2020**	**2021**	**2022**	**2023**	**Thereafter**	**Total**
Capital Leases	$ 1.1	$ 0.6	$ 0.3	$ 0.2	$ 0.2	$ 0.2	$ 2.6
Operating Leases	42.5	33.8	29.8	22.6	18.5	57.5	204.7

Products Corporation currently leases facilities for executive offices, warehousing, research and development and sales operations and leases various types of equipment under operating and capital lease agreements. Rental expense for these facilities and equipment was $46.5 million and $41.6 million for 2018 and 2017, respectively.

7. GOODWILL AND INTANGIBLE ASSETS, NET

Goodwill

The following table presents the changes in goodwill by segment during 2019 and 2018:

	Revlon	**Portfolio**	**Elizabeth Arden**	**Fragrances**	**Total**
Balance at January 1, 2018[(a)]	$ 265.3	$ 189.5	$ 116.9	$ 120.8	$ 692.5
Foreign currency translation adjustment	(0.3)	(0.3)	—	—	(0.6)
Goodwill impairment charge[(a)]	—	(18.0)	—	—	(18.0)
Balance at December 31, 2018	$ 265.0	$ 171.2	$ 116.9	$ 120.8	$ 673.9
Foreign currency translation adjustment	(0.1)	(0.1)	—	—	(0.2)
Balance at December 31, 2019	$ 264.9	$ 171.1	$ 116.9	$ 120.8	$ 673.7
Cumulative goodwill impairment charges[(a)]					$ (55.2)

[(a)] Amount refers to cumulative goodwill impairment charges related to impairments recognized in 2015, 2017 and 2018; no impairment charges were recognized during 2019.

Annual Impairment Testing

For 2019, in assessing whether goodwill was impaired in connection with its annual impairment testing performed during the fourth quarter of 2019 using October 1st, 2019 carrying values, the Company, in accordance with ASC 350, performed qualitative assessments for its (i) Revlon, (ii) Elizabeth Arden Skin and Color and (iii) Fragrances reporting units and a quantitative assessment for its (x) Mass Portfolio, (y) Professional Portfolio and (z) Elizabeth Arden Fragrances reporting units.

In performing the 2019 qualitative assessment, the Company considered, among other factors, the financial performance of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units, as well as the results of the annual quantitative analysis performed in 2018 for each of these reporting units. Based upon such assessment, the Company determined that it was more likely than not that the fair value of each of its Revlon, Elizabeth Arden Skin and Color and Fragrances reporting units exceeded their respective carrying amounts for 2019.

In performing the 2019 quantitative assessment, the Company used the simplified approach allowed under ASU No. 2017-04, which the Company early adopted as of October 1, 2018, to test its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units for impairment. Based upon such assessment, the Company determined that it was more likely than not that the fair value of each of its Mass Portfolio, Professional Portfolio and Elizabeth Arden Fragrances reporting units exceeded their respective carrying amounts for 2019.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

For 2018, the Company first performed a qualitative assessment on all of its reporting units indicating that indicators of impairment existed for the Mass Portfolio reporting unit within the Portfolio segment. Subsequently, the Company used the simplified approach allowed under ASU No. 2017-04, which the Company early adopted as of October 1, 2018, to test its Mass Portfolio reporting unit for impairment. Following the results of such assessment, the Company recognized an $18.0 million non-cash goodwill impairment charge related to the Mass Portfolio reporting unit within the Portfolio segment in the fourth quarter of 2018. Following the recognition of this non-cash goodwill impairment charge, the Mass Portfolio reporting unit had $54.3 million in remaining goodwill as of December 31, 2018.

Effective January 1, 2018, the Company implemented its brand-centric organizational structure built around its four global brand teams: Revlon; Elizabeth Arden; Portfolio; and Fragrances, which also represent the Company's reporting segments. Following this change in the Company's organizational structure, the Company identified its current six reporting units. Concurrent with the change in reporting segments, goodwill was reassigned to the affected reporting units that had been identified within each reporting segment using a relative fair value allocation approach outlined in ASC 350, using December 31, 2017 carrying values. The Company utilized the two-step process in assessing whether goodwill was impaired for each of the Company's six reporting units and determined that it was more likely than not that the fair values of each of these reporting units exceeded their respective carrying amounts.

Intangible Assets, Net

The following tables present details of the Company's total intangible assets as of December 31, 2019 and December 31, 2018:

	December 31, 2019			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted-Average Useful Life (in Years)
Finite-lived intangible assets:				
Trademarks and licenses	$ 271.2	$ (110.9)	$ 160.3	13
Customer relationships	248.3	(96.5)	151.8	11
Patents and internally-developed intellectual property	21.5	(12.1)	9.4	5
Distribution rights	31.0	(5.6)	25.4	15
Other	1.3	(1.3)	—	0
Total finite-lived intangible assets	$ 573.3	$ (226.4)	$ 346.9	
Indefinite-lived intangible assets:				
Trade names	$ 143.8	N/A	$ 143.8	
Total indefinite-lived intangible assets	$ 143.8	N/A	$ 143.8	
Total intangible assets	$ 717.1	$ (226.4)	$ 490.7	

	December 31, 2018			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted-Average Useful Life (in Years)
Finite-lived intangible assets:				
Trademarks and licenses	$ 272.3	$ (94.3)	$ 178.0	13
Customer relationships	248.6	(77.9)	170.7	12
Patents and internally-developed intellectual property	20.9	(10.1)	10.8	6
Distribution rights	31.0	(4.0)	27.0	16
Other	1.3	(1.0)	0.3	1
Total finite-lived intangible assets	$ 574.1	$ (187.3)	$ 386.8	
Indefinite-lived intangible assets:				
Trade names	$ 145.2	N/A	$ 145.2	
Total indefinite-lived intangible assets	$ 145.2	N/A	$ 145.2	
Total intangible assets	$ 719.3	$ (187.3)	$ 532.0	

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Amortization expense for finite-lived intangible assets was $40.3 million and $57.1 million for 2019 and 2018, respectively. The variance was attributable to the accelerated amortization of the Pure Ice intangible assets as a result of the revision of the brand’s intangible assets useful lives following the termination of a business relationship with its principal customer.

In accordance with ASC 360, and in conjunction with the annual impairment testing, the Company reviewed finite-lived intangible assets for impairment. In performing such review, the Company makes judgments about the recoverability of purchased finite lived intangible assets whenever events or changes in circumstances indicate that an impairment may exist. The Company also considers several indicators of impairment, including, among other factors, the following: (i) a significant adverse change in the extent or manner in which a long-lived asset (or asset group) is being used; (ii) a projection or forecast that demonstrates losses associated with the use of a long-lived asset (or asset group); and (iii) whether there exists a current expectation that, more likely than not, a long-lived asset (or asset group) will be sold or otherwise disposed of significantly before the end of its previously estimated useful life. The Company recognizes an impairment if the carrying amount of the long-lived asset group exceeds the Company's estimate of the asset group's undiscounted future cash flows.

Indefinite-lived intangible assets, consisting of certain trade names, were reviewed for the annual impairment assessment during the fourth quarter of 2019 using October 1st carrying values similar to goodwill, in accordance with ASC 350.

For each of 2019 and 2018, no impairment was recognized related to the carrying value of any of the Company's finite or indefinite-lived intangible assets as a result of the annual impairment testing.

The following table reflects the estimated future amortization expense for each period presented, a portion of which is subject to exchange rate fluctuations, for the Company's finite-lived intangible assets as of December 31, 2019:

	Estimated Amortization Expense
2020	$ 34.3
2021	33.2
2022	32.3
2023	30.8
2024	27.4
Thereafter	188.9
Total	$ 346.9

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

8. ACCRUED EXPENSES AND OTHER

As of December 31, 2019 and December 31, 2018, the Company's accrued expenses and other current liabilities consisted of the following:

	December 31, 2019	December 31, 2018
Sales returns and allowances	$ 89.7	$ 97.7
Advertising, marketing and promotional costs	82.8	84.2
Taxes [(a)]	54.3	38.9
Compensation and related benefits	42.1	56.2
Interest	34.0	33.8
Professional services and insurance	16.3	9.5
Short term lease liability [(b)]	14.5	1.1
Freight and distribution costs	13.2	6.8
Restructuring reserve	10.0	26.4
Software	4.0	1.2
Other [(c)]	54.0	75.1
Total	$ 414.9	$ 430.9

[(a)] Accrued Taxes for Products Corporation as of December 31, 2019 and December 31, 2018 were $57.6 million and $42.6 million, respectively.
[(b)] Balance for 2019 represents operating and finance leases following the implementation of ASC 842. Balance for 2018 represents finance leases. See Note 6, "Property, Plant, and Equipment," for additional information.
[(c)] Accrued Other as of December 31, 2019 includes approximately $2.3 million of severance to Mr. Fabian Garcia, the Company's former President and Chief Executive Officer, which was paid in 2020. Accrued Other for Products Corporation as of December 31, 2018 was $75.2 million.

9. DEBT

As of December 31, 2019 and December 31, 2018, the Company's debt balances consisted of the following:

	December 31, 2019	December 31, 2018
2019 Term Loan Facility due 2023, net of discounts and debt issuance costs (see (a) below)	$ 187.1	$ —
2018 Foreign Asset-Based Term Facility due 2021, net of discounts and debt issuance costs (see (e) below)	82.3	82.7
Amended 2016 Revolving Credit Facility due 2021, net of debt issuance costs (see (c) and (d) below)	269.9	330.0
2016 Term Loan Facility: 2016 Term Loan due 2023, net of discounts and debt issuance costs (see (f) below)	1,713.6	1,724.6
5.75% Senior Notes due 2021, net of debt issuance costs (see (g) below)	498.1	496.6
6.25% Senior Notes due 2024, net of debt issuance costs (see (h) below)	442.8	441.4
Spanish Government Loan due 2025	0.4	0.5
Debt	$ 3,194.2	$ 3,075.8
Less current portion[(*)]	(288.0)	(348.1)
Long-term debt	$ 2,906.2	$ 2,727.7
Short-term borrowings[(**)]	$ 2.2	$ 9.3

[(*)] At December 31, 2019, the Company classified $288.0 million as its current portion of long-term debt, comprised primarily of $269.9 million of net borrowings under the Amended 2016 Revolving Credit Facility, net of debt issuance costs, and $18.0 million of amortization payments on the 2016 Term Loan Facility scheduled to be paid over the next four calendar quarters. At December 31, 2018, the Company classified $348.1 million as its current portion of long-term debt, comprised primarily of $330.0 million of net borrowings under the Amended 2016 Revolving Credit Facility, net of debt issuance costs, and $18.0 million of amortization payments on the 2016 Term Loan Facility.

[(**)] The weighted average interest rate on these short-term borrowings outstanding at December 31, 2019 and 2018 was 8.3% and 6.2%, respectively.

Current Year Debt Transactions

(a) ***2019 Term Loan Facility***

Principal and Maturity: In August 2019, Products Corporation entered into a senior secured term loan facility among certain affiliated funds, investment vehicles or accounts managed or advised by Ares Management LLC, as lender, in an initial aggregate principal amount of $200 million (the "2019 Term Loan Facility" and such agreement being the "2019 Term Loan Agreement"), and Wilmington Trust, National Association ("Wilmington Trust"), as administrative and collateral agent. The approximate $188 million of net proceeds from the 2019 Term Loan Facility (after taking into account approximately $12 million of related fees and expenses) were used for general corporate purposes. The 2019 Term Loan Facility will mature on the earliest of: (x) August 6, 2023; (y) the 180th day prior to the stated maturity of Products Corporation's existing 2016 Term Loan Facility, if any loans under the 2016 Term Loan Facility remain outstanding and have not been replaced or refinanced by such date; and (z) the date of any springing maturity of the 2016 Term Loan Facility (i.e., the 91st day prior to the maturity of the 5.75% Senior Notes due February 15, 2021 if any 5.75% Senior Notes remain outstanding by such date and certain liquidity thresholds are not met).

Guarantees and Security: Products Corporation and its restricted subsidiaries under the 2019 Term Loan Facility (collectively, the "Restricted Group") are subject to the covenants under the 2019 Term Loan Agreement. The 2019 Term Loan Facility is guaranteed by each existing and future direct or indirect wholly-owned domestic restricted subsidiary of Products Corporation (subject to various exceptions), as well as by Revlon, on a limited recourse basis, and Elizabeth Arden (U.K.) Ltd., Revlon Canada Inc. and Elizabeth Arden (Canada) Limited. The obligations of Revlon, Products Corporation and the subsidiary guarantors under the 2019 Term Loan Facility are secured by pledges of the equity of Products Corporation and the equity of the Restricted Group held by Products Corporation and each subsidiary guarantor (subject to customary exceptions, including equity of first-tier foreign subsidiaries in excess of 66% of the voting equity interests of such entity) and by substantially all tangible and intangible personal and real property of Products Corporation and the subsidiary guarantors (subject to customary exclusions). The 2019 Term Loan Facility and the existing 2016 Term Loan Facility share the same guarantors and collateral, except that the 2019 Term Loan Facility is also secured by a first-priority lien on certain intellectual property of the American Crew business (the "Additional Collateral") and is guaranteed by the entities established to hold such Additional Collateral. Pursuant to a first lien pari passu intercreditor agreement, dated August 6, 2019, among Revlon, Products Corporation, the subsidiary guarantors, Wilmington Trust and Citibank, N.A. (acting as administrative agent and collateral agent for the 2016 Term Loan Facility), the liens on the shared collateral securing the 2019 Term Loan Facility rank pari passu in priority with the liens on the shared collateral securing the 2016 Term Loan Facility.

License Agreement: In connection with the pledge of such Additional Collateral, Products Corporation entered into intercompany arrangements pursuant to which the Additional Collateral was contributed to a newly-formed subsidiary, Beautyge I, which then further contributed the Additional Collateral to its new wholly-owned subsidiary, Beautyge II, LLC. Products Corporation entered into a license and royalty arrangement on arm's length terms with Beautyge II, LLC to provide for the Company's continued use of the Additional Collateral during the term of the 2019 Term Loan Facility.

Interest and Fees: Interest accrues on the 2019 Term Loan Facility at a rate per annum of one-month adjusted LIBOR (which has a floor of 0%) plus a margin of 9.50%. Products Corporation is also obligated to pay customary fees and expenses in connection with the 2019 Term Loan Facility.

Affirmative and Negative Covenants: The 2019 Term Loan Agreement contains certain affirmative and negative covenants that, among other things, limit the Restricted Group's ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The 2019 Term Loan Agreement also contains additional covenants: (i) restricting the activities of the entities established to hold the Additional Collateral; (ii) limiting the incurrence of additional secured debt by the Restricted Group to an aggregate principal amount of $50 million (excluding the Amended 2016 Revolving Credit Facility and any refinancing of the 5.75% Senior Notes due 2021); (iii) restricting the transfer by the Restricted Group of material intellectual property to non-guarantor restricted subsidiaries or other affiliates; and (iv) limiting additional investments by Products Corporation and its subsidiary guarantors in any non-guarantor subsidiary to an outstanding amount of $50 million plus $10 million for ordinary course investments consistent with past practice. These negative covenants are subject to various exceptions, including an "available amount basket" based on 50% of Products Corporation's cumulative consolidated net income from October 1, 2016, subject to Products Corporation's compliance with a 5.0 to 1.0 ratio of Products Corporation's net debt to Consolidated EBITDA (as defined in the 2019 Term Loan Agreement), except such compliance is not required when such baskets are used to make investments.

Financial Covenants: The 2019 Term Loan Agreement contains financial covenants. First, Products Corporation cannot permit at any time both (x) the aggregate principal amount of secured and structurally senior debt to exceed $2.5 billion and (y) the ratio of Products Corporation's net secured and structurally senior debt to Consolidated EBITDA to be greater than 5.0 to 1.0, subject to a one-time equity cure right. Second, Products Corporation's Consolidated EBITDA cannot be less than $250 million for any test period ending on or after March 31, 2021.

Prepayments: The 2019 Term Loan Facility is subject to mandatory prepayments from: (i) the net proceeds from the issuance by Products Corporation or any of its restricted subsidiaries of certain additional debt; (ii) commencing with the excess cash flow calculation with respect to fiscal year ending December 31, 2020, 50% of excess cash flow, with step-downs to 25% and 0% upon achievement of certain first lien leverage ratios and reduced by voluntary prepayments of the 2019 Term Loan Facility, the 2016 Term Loan Facility and revolving loans under the Amended 2016 Revolving Credit Facility (to the extent commitments thereunder are permanently reduced); and (iii) asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property that have not been reinvested to the extent in excess of certain minimum amounts (subject to an aggregate reinvestment cap of $50 million). Products Corporation may voluntarily prepay the 2019 Term Loan Facility at any time. All voluntary prepayments, certain mandatory prepayments and repayments upon acceleration after an event of default of the 2019 Term Loan Facility must be accompanied by a fee in an amount equal to: (i) prior to January 1, 2021, a make-whole amount with respect to interest payments through December 31, 2020 plus 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (ii) on and after January 1, 2021, but prior to January 1, 2022, 10% of the aggregate principal amount prepaid, repaid or required to be repaid; (iii) on and after January 1, 2022, but prior to January 1, 2023, 7.5% of the aggregate principal amount prepaid, repaid or required to be repaid; or (iv) thereafter, 5% of the aggregate principal amount prepaid, repaid or required to be repaid. A 5% exit fee is also payable upon the final scheduled maturity of the 2019 Term Loan Facility or if the loans thereunder are accelerated upon an event of default. The 2019 Term Loan Agreement also contains certain customary representations, warranties and events of default.

Events of Default: The 2019 Term Loan Agreement includes customary events of default, including a cross default provision making it an event of default under the 2019 Term Loan Agreement if there is an event of default under Products Corporation's existing 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement or the Senior Notes Indentures. The lenders under the 2019 Term Loan Agreement may declare all outstanding loans under the 2019 Term Loan Agreement to be due and payable immediately upon an event of default. Under such circumstances, the lenders under the 2016 Credit Agreements, the Amended 2019 Senior Line of Credit Agreement and the 2018 Foreign Asset-Based Term Agreement may also declare all outstanding loans under such facilities to be due and payable immediately as a result of similar cross default provisions, and upon non-payment of any accelerated principal amount, the trustees or noteholders for the 5.75% Senior Notes and 6.25% Senior Notes may declare all outstanding notes to be due and payable immediately as a result of similar cross-acceleration provisions, subject to certain exceptions and limitations described in the relevant instruments.

Fees and expenses incurred in connection with consummating the 2019 Term Loan Agreement of approximately $14 million were capitalized and are being amortized to interest expense over the term of the 2019 Term Loan Agreement using the effective interest method. The aggregate principal amount outstanding under the 2019 Term Loan Facility Agreement at December 31, 2019 was $200 million.

(b) *Amended 2019 Senior Line of Credit* Agreement

In June 2019, Products Corporation entered into a 2019 Senior Unsecured Line of Credit Agreement, providing Products Corporation with a $30 million senior unsecured line of credit from MacAndrews & Forbes Group, LLC, a subsidiary of Revlon’s majority stockholder, which facility allows Products Corporation to request loans thereunder and to use the proceeds of such loans for working capital and other general corporate purposes until the facility matures. In November 2019, Products Corporation and MacAndrews & Forbes Group, LLC entered into the Amended and Restated 2019 Senior Unsecured Line of Credit Agreement (the “Amended 2019 Senior Line of Credit Agreement”) to extend the maturity of such facility by 1-year, expiring December 31, 2020 (the "Amended 2019 Senior Line of Credit Facility"). As of December 31, 2019 and as of the November 7, 2019 extension date, there were no borrowings outstanding or repayments under the Amended 2019 Senior Line of Credit Facility.

Any loans outstanding under the Amended 2019 Senior Line of Credit Facility shall bear interest at an annual rate of 8%, which is payable quarterly in arrears in cash. Products Corporation may, at its option, prepay any borrowings under the Amended 2019 Senior Line of Credit Facility, in whole or in part (together with accrued and unpaid interest), at any time prior to maturity, without premium or penalty. Products Corporation is required to repay any outstanding loans under the Amended 2019 Senior Line of Credit Facility, together with accrued interest thereon, if for any reason Products Corporation or any of its subsidiaries has available unrestricted cash that Products Corporation determines, in its reasonable judgment, is not required to run their operations in the ordinary course of business, provided that such repayment would not result in material adverse tax consequences.

The Amended 2019 Senior Line of Credit Agreement includes customary events of default, including a cross default provision making it an event of default under the Amended 2019 Senior Line of Credit Agreement if there exists and continues an event default under Products Corporation’s 2016 Credit Agreements, the 2018 Foreign Asset-Based Term Agreement, the 2019 Term Loan Agreement or the Senior Notes Indentures. If any such event of default occurs, MacAndrews & Forbes Group, LLC may declare all outstanding loans under the Amended 2019 Senior Line of Credit Facility to be due and payable immediately.

(c) ***March 2019 Amendment to the 2016 Revolving Credit Facility***

In March 2019, Products Corporation, Revlon and certain of their subsidiaries entered into Amendment No. 2 (“Amendment No. 2”) to the 2016 Revolving Credit Agreement (as amended by Amendment No. 2, the “Amended 2016 Revolving Credit Agreement”) in respect of the 2016 Revolving Credit Facility (as in effect after Amendment No. 2, the “Amended 2016 Revolving Credit Facility”). Pursuant to the terms of Amendment No. 2, the maturity date applicable to the $41.5 million senior secured first in, last out Tranche B of the Amended 2016 Revolving Credit Facility was extended from April 17, 2019 to April 17, 2020. The 2016 Revolving Credit Agreement provided that the “Liquidity Amount” (defined in the Amended 2016 Revolving Credit Agreement as the sum of each borrowing base less the sum of (x) the aggregate outstanding extensions of credit under the Amended 2016 Revolving Credit Facility, and (y) any availability reserve in effect on such date) may exceed the aggregate commitments under the Amended 2016 Revolving Credit Facility by up to 5%. Amendment No. 2 limits the Liquidity Amount to no more than the aggregate commitments under the Amended 2016 Revolving Credit Facility. Under the 2016 Revolving Credit Agreement, a “Liquidity Event Period” generally occurred if Products Corporation’s Liquidity Amount fell below the greater of $35 million and 10% of the maximum availability under the 2016 Revolving Credit Facility. Amendment No. 2 changed these thresholds to $50 million and 15%, respectively, only for purposes of triggering certain notification obligations of Products Corporation, increased borrowing base reporting frequency and the ability of the administrative agent to apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility. After entering into Amendment No. 2, in March 2019 Products Corporation’s availability under the Amended 2016 Revolving Credit Facility was $37.3 million, which was less than the greater of $35 million and 10% of the maximum availability under the Amended 2016 Revolving Credit Facility, which at such date equated to $41.3 million. Accordingly, effective beginning in March 2019 Products Corporation is required to maintain a FCCR of a minimum of 1.0 to 1.0 (which it currently satisfies), the administrative agent may apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility, which the administrative agent began applying in March 2019, and Products Corporation is required to provide the administrative agent with weekly borrowing base certificates. Products Corporation will be required to: (i) maintain such 1.0 to 1.0 minimum FCCR until such time that availability under the Amended 2016 Revolving Credit Facility equals or exceeds the greater of $35 million and 10% of the maximum availability under such facility for at least 20 consecutive business days; and (ii) Products Corporation will continue to provide the administrative agent with weekly borrowing base certificates and the administrative agent may continue to apply amounts collected in controlled accounts as set forth above in each case until such time that availability under such facility is equal or exceeds the greater of $50 million and 15% of the maximum availability under such facility for at least 20 consecutive business days. Amendment No. 2 also adjusts, among other things, the “payment conditions” required to make unlimited restricted payments.

Previous Years Debt Related Transactions

(d) ***April 2018 Amendment to Original 2016 Revolving Credit Facility***

In April 2018, Products Corporation amended the Original 2016 Revolving Credit Facility Agreement, as detailed below, to, among other things, add a new $41.5 million senior secured first in, last out "Tranche B," while the original $400 million tranche under such facility became a senior secured last in, first out "Tranche A" ("Amendment No.1" and the Original 2016 Revolving Credit Facility as in effect after Amendment No. 1, the "2016 Revolving Credit Facility"). Tranche A matures on the earlier of: (x) September 7, 2021; and (y) the 91st day prior to the maturity of Products Corporation’s 5.75% Senior Notes, if, on that date (and solely for so long as), (i) any of Products Corporation’s 5.75% Senior Notes remain outstanding and (ii) Products Corporation’s available liquidity does not exceed the aggregate principal amount of the then outstanding 5.75% Senior Notes by at least $200 million. Tranche B was initially scheduled to mature on April 17, 2019, a date that was later extended to April 17, 2020 pursuant to Amendment No. 2. Total borrowings at face amount under Tranche A and Tranche B under the Amended 2016 Revolving Credit Facility at December 31, 2019 were $230.9 million (excluding $11.4 million of outstanding undrawn letters of credit) and $41.5 million, respectively (the 2016 Term Loan Facility and the Amended 2016 Revolving Credit Facility are collectively referred to as the "2016 Senior Credit Facilities" and the applicable agreements, as amended, being the “2016 Credit Agreements”).

Amendment No. 1 provided for the availability and repayment terms of each Tranche, as well as terms governing the payment priorities between the Tranches. Other amendments to the Original 2016 Revolving Credit Facility under Amendment No. 1 included: (i) a $15 million increase to the cap on amounts eligible for inclusion in the borrowing base relating to certain assets located in jurisdictions other than the U.S., Puerto Rico, Canada, and the U.K.; (ii) a reduction to the amount of additional debt generally permitted to be incurred; (iii) a reduction in the amount of incremental debt under 2016 Term Loan Agreement permitted to be incurred pursuant to the Original 2016 Revolving Credit Agreement; (iv) the removal of temporary increases to the borrowing base between August 15th and October 31st of each year; (v) an increase to threshold conditions in respect of the ability to make certain dividends and distributions on equity during the term of the Tranche B; and (vi) an amendment to the calculation of the financial covenant.

During 2018, the Company incurred approximately $4.0 million of fees and expenses in connection with consummating Amendment No. 1, which were capitalized and are being amortized over the remaining term of Amendment No. 1 using the effective interest method. The aggregate principal amount outstanding under Tranche A and Tranche B of the Amended 2016 Revolving Credit Facility at December 31, 2019 was $230.9 million and $41.5 million, respectively.

(e) *2018 Foreign Asset-Based Term Loan Credit Agreement*

In July 2018, Revlon Holdings B.V. (the "Dutch Borrower"), a wholly owned indirect foreign subsidiary of Products Corporation, Revlon Finance LLC, a wholly owned direct subsidiary of the Dutch Borrower (the "U.S. Co-Borrower" and, together with the Dutch Borrower, the "Borrowers"), the other loan parties, the lenders party thereto and Citibank, N.A., acting as administrative agent and collateral agent (the "Agent"), entered into an Asset-Based Term Loan Credit Agreement (the "2018 Foreign Asset-Based Term Facility" and the "2018 Foreign Asset-Based Term Agreement," respectively) and related guarantee and security agreements.

Principal and Maturity: The 2018 Foreign Asset-Based Term Facility provides for a euro-denominated senior secured asset-based term loan facility in an aggregate principal amount of €77 million, the full amount of which was funded on the closing of the facility in July 2018. The 2018 Foreign Asset-Based Term Facility has an uncommitted incremental facility pursuant to which it may be increased from time to time by up to €43 million, subject to certain conditions and the agreement of the lenders providing such increase. The proceeds of the loans under the 2018 Foreign Asset-Based Term Facility were used for working capital and other general corporate purposes. The 2018 Foreign Asset-Based Term Facility matures on July 9, 2021.

The 2018 Foreign Asset-Based Term Agreement requires the maintenance of a borrowing base supporting the borrowing thereunder, to be evidenced with the delivery of monthly borrowing base certificates customary for facilities of this type, with more frequent reporting required upon the triggering of certain events. The borrowing base calculation under the 2018 Foreign Asset-Based Term Facility is based on the sum of: (i) 85% of eligible accounts receivable; and (ii) 90% of the net orderly liquidation value of eligible inventory, in each case with respect to certain of Products Corporation’s subsidiaries organized in Australia, Bermuda, Germany, Italy, Spain and Switzerland (the "Borrowing Base Guarantors" and, together with the Borrowers, the "Loan Parties"). The borrowing bases in each jurisdiction are subject to certain customary availability reserves set by the Agent.

Guarantees and Security: The 2018 Foreign Asset-Based Term Facility is guaranteed by the Borrowing Base Guarantors, as well as by the direct parent entities of each Borrowing Base Guarantor (not including Revlon or Products Corporation) on a limited recourse basis (the "Parent Guarantors"). The obligations of the Loan Parties and the Parent Guarantors under the 2018 Foreign Asset-Based Term Facility are secured by first-ranking pledges of the equity of each Loan Party, the inventory and accounts receivable of the Borrowing Base Guarantors, the material bank accounts of each Loan Party, the material intercompany indebtedness owing to any Loan Party (including any intercompany loans made with the proceeds of the 2018 Foreign Asset-Based Term Facility) and certain other material assets of the Borrowing Base Guarantors. The 2018 Foreign Asset-Based Term Facility includes a cash dominion feature customary for transactions of this type.

Interest and Fees: Interest is payable on each interest payment date as set forth in the 2018 Foreign Asset-Based Term Agreement, and in any event at least quarterly, and accrues on borrowings under the 2018 Foreign Asset-Based Term Facility at a rate per annum equal to the EURIBOR rate, with a floor of 0.50%, plus an applicable margin equal to 6.50%. The Borrowers are obligated to pay certain fees and expenses in connection with the 2018 Foreign Asset-Based Term Facility, including a fee payable to Citibank, N.A. for its services as Agent. Loans under the 2018 Foreign Asset-Based Term Facility may be prepaid without premium or penalty.

Affirmative and Negative Covenants: The 2018 Foreign Asset-Based Term Agreement contains certain affirmative and negative covenants that, among other things, limit the Loan Parties' ability to, subject to various exceptions and qualifications: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates, including amending certain material intercompany agreements or trade terms; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The Parent Guarantors are subject to certain customary holding company covenants. The ability of the Loan Parties to make certain intercompany asset sales, investments, restricted payments and prepayments of intercompany debt is contingent on certain "cash movement conditions" or "payment conditions" being met, which among other things, require a certain level of liquidity for the applicable Loan Party to effect such type of transactions. The 2018 Foreign Asset-Based Term Agreement also contains certain customary representations, warranties and events of default.

Prepayments: The Borrowers must prepay loans under the 2018 Foreign Asset-Based Term Facility to the extent that outstanding loans exceed the borrowing base. In lieu of a mandatory prepayment, the Loan Parties may deposit cash in an amount not to exceed 10% of the borrowing base into a designated U.S. bank account with the Agent that is subject to a control agreement (such cash, the "Qualified Cash"). If any such over-advance has not been cured within 60 days, the Qualified Cash may be applied, at the Agent's option, to prepay the loans under the 2018 Foreign Asset-Based Term Facility. To the extent certain levels of availability are obtained during a certain period of time, the Borrowers can withdraw the Qualified Cash from such bank account. In addition, the 2018 Foreign Asset-Based Term Facility is subject to mandatory prepayments from the net proceeds from the incurrence by the Loan Parties of debt not permitted thereunder.

During 2018, the Company incurred approximately $5.7 million of fees and expenses in connection with consummating the 2018 Foreign Asset-Based Term Agreement, which were capitalized and are being amortized over the remaining term of the 2018 Foreign Asset-Based Term Facility using the effective interest method. The aggregate principal amount outstanding under the 2018 Foreign Asset-Based Term Agreement at December 31, 2019 was $86.3 million.

(f) *2016 Senior Credit Facilities*

In connection with and substantially concurrently with the closing of the Elizabeth Arden Acquisition, Products Corporation entered into: (i) the 7-year $1.8 billion 2016 Term Loan Facility (the "2016 Term Loan Facility" and such agreement being the "2016 Term Loan Agreement"); and (ii) the 5-year $400 million 2016 Revolving Credit Facility (the "Original 2016 Revolving Credit Facility" and, as amended, together with the 2016 Term Loan Facility, the "2016 Senior Credit Facilities" and such agreement being the "Original 2016 Revolving Credit Agreement"). Products Corporation also completed the issuance of $450 million aggregate principal amount of its 6.25% Senior Notes due August 1, 2024 (the "6.25% Senior Notes"). The proceeds of Products Corporation's issuance of the 6.25% Senior Notes and the 2016 Term Loan Facility, together with approximately $35 million of borrowings under the Original 2016 Revolving Credit Facility and approximately $126.7 million of cash on hand, were used: (A) to fund the Elizabeth Arden Acquisition, including: (i) repurchasing the entire $350 million aggregate principal amount outstanding of the then-existing Elizabeth Arden Senior Notes (the "Elizabeth Arden Senior Notes"); (ii) repaying the entire $142 million aggregate principal amount of borrowings outstanding as of the Elizabeth Arden Acquisition Date under Elizabeth Arden's $300 million revolving credit facility (which facility was terminated upon such repayment); (iii) repaying the entire $25 million aggregate principal amount of borrowings outstanding as of the Elizabeth Arden Acquisition Date under Elizabeth Arden's second lien credit facility (which facility was terminated upon such repayment); and (iv) retiring the entire $55 million liquidation preference of all 50,000 shares of Elizabeth Arden's then-issued and outstanding preferred stock (which amount included a $5 million change of control premium); and (B) to completely refinance and repay all of the $651.4 million in aggregate principal balance outstanding under Products Corporation's then-existing 2011 Term Loan (the "2011 Term Loan") and all of the $658.6 million in aggregate principal balance outstanding under Products Corporation's Old Acquisition Term Loan (each of which facilities were terminated upon such repayment) (together with the 2011 Term Loan, the "Old Term Loan Agreement" and the "Old Term Loan Facility," respectively). The Company did not incur any material early termination penalties in connection with repaying the Old Term Loan Facility or the Elizabeth Arden indebtedness and preferred stock.

Following is an updated description of Products Corporation's 2016 Senior Credit Facilities, after giving effect to Amendment No. 2 to the 2016 Revolving Credit Facility:

2016 Term Loan Facility

Principal and Maturity: On the Elizabeth Arden Acquisition Date, Products Corporation entered into the 2016 Term Loan Agreement, for which Citibank, N.A. acts as administrative and collateral agent and which has an initial aggregate principal amount of $1.8 billion and matures on the earlier of: (x) September 7, 2023; and (y) the 91st day prior to the maturity of Products Corporation’s 5.75% Senior Notes due February 15, 2021 if, on that date (and solely for so long as), (i) any of Products Corporation's 5.75% Senior Notes remain outstanding and (ii) Products Corporation’s available liquidity does not exceed the aggregate principal amount of its then outstanding 5.75% Senior Notes by at least $200 million. The loans under the 2016 Term Loan Facility were borrowed at an original issue discount of 0.5% to their principal amount. The 2016 Term Loan Facility may be increased by an amount equal to the sum of (x) the greater of $450 million and 90% of Products Corporation’s pro forma consolidated EBITDA, plus (y) an unlimited amount to the extent that (1) the first lien leverage ratio (defined as the ratio of Products Corporation’s net senior secured funded debt that is not junior or subordinated to the liens of the Senior Facilities to EBITDA) is less than or equal to 3.5 to 1.0 (for debt secured pari passu with the 2016 Term Loan Facility) or (2) the secured leverage ratio (defined as the ratio of Products Corporation’s net senior secured funded debt to EBITDA) is less than or equal to 4.25 to 1.0 (for junior lien or unsecured debt), plus (z) up to an additional $400 million if the 2016 Revolving Credit Facility has been repaid and terminated. The aggregate principal amount outstanding under the Amended 2016 Term Loan Facility at December 31, 2019 was $1,741.5 million.

Guarantees and Security: Products Corporation and the restricted subsidiaries under the 2016 Term Loan Facility, which include Products Corporation’s subsidiaries, including Elizabeth Arden and its subsidiaries (collectively, the "Restricted Group"), are subject to the covenants under the 2016 Term Loan Agreement. The 2016 Term Loan Facility is guaranteed by each of Products Corporation's existing and future direct or indirect wholly-owned domestic restricted subsidiaries (subject to various exceptions), certain foreign subsidiaries, as well as by Revlon, on a limited recourse basis. The obligations of Revlon, Products Corporation and the subsidiary guarantors under the 2016 Term Loan Facility are secured by pledges of the equity of Products Corporation held by Revlon and the equity of the Restricted Group held by Products Corporation and each subsidiary guarantor (subject to certain exceptions, including equity of first-tier foreign subsidiaries in excess of 65% of the voting equity interests of such entity) and by substantially all tangible and intangible personal and real property of Products Corporation and the subsidiary guarantors (subject to certain exclusions). The obligors and guarantors under the 2016 Term Loan Facility and the Amended 2016 Revolving Credit Facility are identical. The liens securing the 2016 Term Loan Facility on the accounts, inventory, equipment, chattel paper, documents, instruments, deposit accounts, real estate and investment property and general intangibles (other than intellectual property) related thereto (the "Revolving Facility Collateral") rank second in priority to the liens thereon securing the Amended 2016 Revolving Credit Facility. The liens securing the 2016 Term Loan Facility on all other property, including capital stock, intellectual property and certain other intangible property (the "Term Loan Collateral"), rank first in priority to the liens thereon securing the Amended 2016 Revolving Credit Facility, while the liens thereon securing the Amended 2016 Revolving Credit Facility rank second in priority to the liens thereon securing the 2016 Term Loan Facility.

Interest and Fees: Interest accrues on term loans under the 2016 Term Loan Facility at a rate per annum of adjusted LIBOR (which has a floor of 0.75%) plus a margin of 3.5% or an alternate base rate plus a margin of 2.5%, at Products Corporation’s option, and is payable quarterly, at a minimum. Products Corporation is obligated to pay certain fees and expenses in connection with the 2016 Term Loan Facility.

Affirmative and Negative Covenants: The 2016 Term Loan Agreement contains certain affirmative and negative covenants that, among other things, limit the Restricted Group’s ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The negative covenants are subject to various exceptions, including an "available amount basket" based on 50% of Products Corporation’s cumulative consolidated net income, plus a "starter" basket of $200 million, subject to Products Corporation’s compliance with a 5.0 to 1.0 ratio of Products Corporation’s net debt to Consolidated EBITDA (as defined in the 2016 Term Loan Agreement), except such compliance is not required when such baskets are used to make investments. While the 2016 Term Loan Agreement contains certain customary representations, warranties and events of default, it does not contain any financial maintenance covenants.

Prepayments: The 2016 Term Loan Facility is subject to mandatory prepayments from: (i) the net proceeds from the issuance by Products Corporation or any of its restricted subsidiaries of certain additional debt; (ii) 50% of excess cash flow for fiscal years ending December 31st, with step-downs to 25% and 0% upon achievement of certain first lien leverage ratios and reduced by voluntary prepayments of loans under the 2016 Term Loan Facility and revolving loans under the Amended 2016 Revolving Credit Facility to the extent commitments thereunder are permanently reduced; and (iii) asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property that have not been reinvested to the extent in excess of certain minimum amounts. Products Corporation may voluntarily prepay the 2016 Term Loan Facility without premium or penalty. No excess cash flow payments were due and payable with respect to 2019.

Amended 2016 Revolving Credit Facility

Principal and Maturity: On the Elizabeth Arden Acquisition Date, Products Corporation entered into the Original 2016 Revolving Credit Agreement, as subsequently amended pursuant to Amendment No. 1 and Amendment No. 2, and for which Citibank, N.A. acts as administrative agent and collateral agent. The Amended 2016 Revolving Credit Facility has an aggregate maximum availability of $441.5 million (with a $100 million sublimit for letters of credit and up to $70 million available for swing line loans), which availability is subject to the amount of the borrowing base. The Amended 2016 Revolving Credit Facility may be increased by the greater of (x) $33.5 million and (y) the excess of the borrowing base over the amounts of then-effective commitments. The Amended 2016 Revolving Credit Facility permits certain non-U.S. subsidiaries to borrow in local currencies. The borrowing base calculation in respect of the Tranche A under the Amended 2016 Revolving Credit Facility is based on the sum of: (i) 85% of eligible accounts receivable; (ii) the lesser of 85% of the net orderly liquidation value and a percentage of the value specified in respect of different types of eligible inventory; (iii) the lesser of (A) the sum of (x) 75% of the net orderly liquidation value in respect of eligible equipment and (y) 75% of the mortgage value of eligible real property and (B) $40 million; and (iv) qualified restricted cash (capped at $75 million), which are collectively subject to certain availability reserves set by the administrative agent. The borrowing base calculation in respect of the Tranche B under the Amended 2016 Revolving Credit Facility is based on the sum of: (i) 10% of eligible accounts receivable and (ii) the lesser of 10% of the net orderly liquidation value and a percentage of the value specified in respect of different types of eligible inventory, which are collectively subject to certain availability reserves set by the administrative agent. Tranche A under the Amended 2016 Revolving Credit Facility matures on the earlier of: (x) September 7, 2021; and (y) the 91st day prior to the maturity of Products Corporation’s 5.75% Senior Notes due February 15, 2021 if, on that date (and solely for so long as), (i) any of Products Corporation’s 5.75% Senior Notes remain outstanding and (ii) Products Corporation’s available liquidity does not exceed the aggregate principal amount of its then outstanding 5.75% Senior Notes by at least $200 million. Tranche B under the Amended 2016 Revolving Credit Facility matures on April 17, 2020.

Guarantees and Security: The Restricted Group under the Amended 2016 Revolving Credit Agreement (which is the same as the Restricted Group under the 2016 Term Loan Agreement) is subject to the covenants under the Amended 2016 Revolving Credit Agreement. The Amended 2016 Revolving Credit Facility is guaranteed by each of Products Corporation's existing and future direct or indirect wholly-owned domestic restricted subsidiaries (subject to various exceptions), certain foreign subsidiaries, as well as by Revlon on a limited recourse basis. The obligations of Revlon, Products Corporation and the subsidiary guarantors under the Amended 2016 Revolving Credit Facility are secured by pledges of the equity of Products Corporation held by Revlon and the equity of Products Corporation’s restricted subsidiaries held by Products Corporation and each subsidiary guarantor (subject to certain exceptions, including equity of first-tier foreign subsidiaries in excess of 65% of the voting equity interests of such entity) and by substantially all tangible and intangible personal and real property of Products Corporation and the subsidiary guarantors (subject to certain exclusions). The obligors and guarantors under the Amended 2016 Revolving Credit Facility and the 2016 Term Loan Facility are identical. The liens on the Revolving Facility Collateral securing the Amended 2016 Revolving Credit Facility rank first in priority to the liens thereon securing the 2016 Term Loan Facility, which rank second in priority on such collateral. The liens on the Term Loan Collateral securing the Amended 2016 Revolving Credit Facility rank second in priority to the liens thereon securing the 2016 Term Loan Facility, which rank first in priority on such collateral.

Interest and Fees: Under the Amended 2016 Revolving Credit Facility, interest is payable quarterly and accrues on borrowings under such facility at a rate per annum equal to either: (i) the alternate base rate plus an applicable margin equal to (A) in the case of the Tranche A, 0.25%, 0.50% or 0.75%, or (B) in the case of the Tranche B, 1.50%, 1.75% or 2.00%, in each case depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time); or (ii) the Eurocurrency rate plus an applicable margin equal to (A) in the case of the Tranche A, 1.25%, 1.50% or 1.75%, or (B) in the case of the Tranche B, 2.50%, 2.75% or 3.00%, in each case depending on the average excess availability (based on the borrowing base as most recently reported by Products Corporation to the administrative agent from time-to-time), at Products Corporation’s option. The applicable margin decreases as the average excess availability under the Amended 2016 Revolving Credit Facility increases.

Products Corporation is obligated to pay certain fees and expenses in connection with the Amended 2016 Revolving Credit Facility, including a commitment fee of 0.25% for any unused amounts under the Tranche A and 0.50% for any unused amounts under the Tranche B Loans under the Amended 2016 Revolving Credit Facility may be prepaid without premium or penalty.

Affirmative and Negative Covenants: The Amended 2016 Revolving Credit Agreement contains affirmative and negative covenants that are similar to those in the 2016 Term Loan Agreement, other than the "available amount basket" (as described above in the description of the 2016 Term Loan Facility); provided, however, under the Amended 2016 Revolving Credit Agreement the Restricted Group will be able to incur unlimited additional amounts of certain types of debt, make unlimited asset sales and dispositions, make unlimited investments and acquisitions, prepay junior debt and make unlimited restricted payments to the extent that certain "payment conditions" for asset-based credit facilities are satisfied. The Amended 2016 Revolving Credit Agreement contains certain customary representations, warranties and events of default. If Products Corporation’s "Liquidity Amount" (defined in the Amended 2016 Revolving Credit Agreement as the Borrowing Base (capped at 100% of the Revolving Commitment) less the sum of (x) the aggregate outstanding extensions of credit under the Amended 2016 Revolving Credit Facility, and (y) any availability reserve in effect on such date falls below the greater of $35 million and 10% of the maximum availability under the Amended 2016 Revolving Credit Facility (a "Liquidity Event Period"), then the Restricted Group will be required to maintain a consolidated fixed charge coverage ratio (the ratio of Products Corporation’s EBITDA minus capital expenditures to cash interest expense and scheduled principal payments under the 2016 Term Loan Agreement for such period, the "FCCR") of a minimum of 1.0 to 1.0 until the first date after 20 consecutive business days for which the Liquidity Amount is equal to or greater than such threshold. Under Amendment No. 2, such availability reserve amounts were set at $50 million and 15% in connection with triggering certain notification obligations, increased borrowing base reporting frequency, and the ability of the administrative agent to apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility. If Products Corporation is in default under the consolidated fixed charge coverage ratio under the Amended 2016 Revolving Credit Agreement, Products Corporation may cure such default by Products Corporation and/or Revlon issuing certain equity securities and Products Corporation receiving capital contributions from Revlon, with such cash being deemed to increase EBITDA for the purpose of calculating the applicable ratio. Products Corporation may exercise this cure right no more than two times in any four-quarter period, and no more than five times in total during the term of the Amended 2016 Revolving Credit Facility. As Products Corporation’s consolidated fixed charge coverage ratio was greater than 1.0 to 1.0 as of December 31, 2019, all of the $157.7 million of availability under the Amended 2016 Revolving Credit Facility was available as of such date.

Prepayments: Products Corporation must prepay (i) Tranche A borrowings under the Amended 2016 Revolving Credit Facility to the extent that outstanding loans thereunder and letters of credit exceed the Tranche A availability and (ii) Tranche B borrowings under the Amended 2016 Revolving Credit Facility to the extent that outstanding loans thereunder exceed the Tranche B availability; provided that the Tranche A borrowings are required to be repaid prior to the repayment of the Tranche B borrowings. During a Liquidity Event Period, the administrative agent may apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility. After entering into Amendment No. 2, in March 2019 Products Corporation’s availability under the Amended 2016 Revolving Credit Facility was $37.3 million, which was less than the greater of $35 million and 10% of the maximum availability under the Amended 2016 Revolving Credit Facility, which at such date equated to $41.3 million. Accordingly, effective beginning in March 2019 Products Corporation is required to maintain a FCCR of a minimum of 1.0 to 1.0 (which it currently satisfies), the administrative agent may apply amounts collected in controlled accounts for the repayment of loans under the Amended 2016 Revolving Credit Facility, which the administrative agent began applying in March 2019, and Products Corporation is required to provide the administrative agent with weekly borrowing base certificates. Products Corporation will be required to: (i) maintain such 1.0 to 1.0 minimum FCCR until such time that availability under the Amended 2016 Revolving Credit Facility equals or exceeds the greater of $35 million and 10% of the maximum availability under such facility for at least 20 consecutive business days; and (ii) Products Corporation will continue to provide the administrative agent with weekly borrowing base certificates and the administrative agent may continue to apply amounts collected in controlled accounts as set forth above in each case until such time that availability under such facility is equal or exceeds the greater of $50 million and 15% of the maximum availability under such facility for at least 20 consecutive business days. Amendment No. 2 also adjusts, among other things, the “payment conditions” required to make unlimited restricted payments.

(g) 5.75% Senior Notes

In February 2013, Products Corporation completed its offering (the "2013 Senior Notes Refinancing"), pursuant to an exemption from registration under the Securities Act, of $500 million aggregate principal amount of the 5.75% Senior Notes. The 5.75% Senior Notes are unsecured and were issued to investors at par. The 5.75% Senior Notes mature on February 15, 2021. Interest on the 5.75% Senior Notes accrues at 5.75% per annum, paid every six months on February 15th and August 15th.

The 5.75% Senior Notes were issued pursuant to the 5.75% Senior Notes Indenture (the "5.75% Senior Notes Indenture" and together with the 6.25% Senior Notes Indenture, the "Senior Notes Indentures"), dated as of February 8, 2013 (the "5.75% Senior Notes Closing Date"), by and among Products Corporation, Products Corporation’s domestic subsidiaries (the "5.75% Senior Notes Guarantors"), which also currently guarantee Products Corporation’s 2016 Senior Credit Facilities and the 6.25% Senior Notes, and U.S. Bank National Association, as trustee (the "5.75% Senior Notes Trustee"). The 5.75% Senior Notes Guarantors issued guarantees (the "5.75% Senior Notes Guarantees") of Products Corporation’s obligations under the 5.75% Senior Notes and the 5.75% Senior Notes Indenture on a joint and several, senior unsecured basis.

In December 2013, Products Corporation consummated an offer to exchange the original 5.75% Senior Notes for $500 million of new 5.75% Senior Notes, which have substantially the same terms as the original 5.75% Senior Notes, except that they are registered under the Securities Act (such registered new notes being the "5.75% Senior Notes").

Products Corporation used a portion of the $491.2 million of net proceeds from the issuance of the 5.75% Senior Notes (net of underwriters' fees) to repay and redeem all of the $330 million then outstanding aggregate principal amount of its 9.75% Senior Secured Notes, as well as to pay $8.6 million of accrued interest. Products Corporation incurred an aggregate of $19.4 million of fees for the applicable redemption and tender offer premiums, related fees and expenses in connection with redemption and repayment of the 9.75% Senior Secured Notes and other fees and expenses in connection with the issuance of the 5.75% Senior Notes. Products Corporation used a portion of the remaining proceeds from the issuance of the 5.75% Senior Notes, together with existing cash, to pay approximately $113 million of principal on its then outstanding 2011 Term Loan in conjunction with the February 2013 Term Loan Amendments. Products Corporation used the remaining balance available from the issuance of the 5.75% Senior Notes for general corporate purposes, including, without limitation, debt reduction transactions, such as repaying a loan to Revlon at its maturity on October 8, 2013, which proceeds Revlon used to pay the liquidation preference of Revlon's then outstanding Series A Preferred Stock, in connection with its mandatory redemption on such date.

Ranking: The 5.75% Senior Notes are Products Corporation’s unsubordinated, unsecured obligations and rank senior in right of payment to any future subordinated obligations of Products Corporation and rank pari passu in right of payment with all existing and future senior debt of Products Corporation. Similarly, each 5.75% Senior Notes Guarantee is the relevant 5.75% Senior Notes Guarantor’s joint and several, unsubordinated and unsecured obligation, ranking senior in right of payment to any future subordinated obligations of such 5.75% Senior Notes Guarantor and ranking pari passu in right of payment with all existing and future senior debt of such 5.75% Senior Notes Guarantor. The 5.75% Senior Notes Guarantees were issued on a joint and several basis.

The 5.75% Senior Notes and the 5.75% Senior Notes Guarantees rank effectively junior to Products Corporation’s 2016 Senior Credit Facilities and 2019 Term Loan Facility which are secured, to the extent of the value of the assets securing such indebtedness, as well as indebtedness and preferred stock of Products Corporation’s foreign and immaterial subsidiaries (including the 2018 Foreign Asset-Based Term Facility) (the "5.75% Senior Notes Non-Guarantor Subsidiaries" and together with the 6.25% Senior Notes Non-Guarantor Subsidiaries, the "Non-Guarantor Subsidiaries"), none of which guarantee the 5.75% Senior Notes.

Optional Redemption: The 5.75% Senior Notes may be redeemed at Products Corporation's option, at any time as a whole, or from time-to-time in part, at 100% of their principal amount, plus accrued interest to the date of redemption.

Change of Control: Upon the occurrence of specified change of control events, Products Corporation is required to make an offer to purchase all of the 5.75% Senior Notes at a purchase price of 101% of the outstanding principal amount of the 5.75% Senior Notes as of the date of any such repurchase, plus accrued and unpaid interest to the date of repurchase.

Certain Covenants: The 5.75% Senior Notes Indenture limits Products Corporation’s and the 5.75% Senior Notes Guarantors’ ability, and the ability of certain other subsidiaries, to:

- incur or guarantee additional indebtedness ("Limitation on Debt");
- pay dividends, make repayments on indebtedness that is subordinated in right of payment to the 5.75% Senior Notes and make other "restricted payments" ("Limitation on Restricted Payments");
- make certain investments;
- create liens on their assets to secure debt;
- enter into transactions with affiliates;
- merge, consolidate or amalgamate with another company ("Successor Company");
- transfer and sell assets ("Limitation on Asset Sales"); and

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

• permit restrictions on the payment of dividends by Products Corporation's subsidiaries ("Limitation on Dividends from Subsidiaries").

These covenants are subject to important qualifications and exceptions. The 5.75% Senior Notes Indenture also contains customary affirmative covenants and events of default.

In addition, if during any period of time the 5.75% Senior Notes receive investment grade ratings from both Standard & Poor's and Moody's Investors Services, Inc. and no default or event of default has occurred and is continuing under the 5.75% Senior Notes Indenture, Products Corporation and its subsidiaries will not be subject to the covenants on Limitation on Debt, Limitation on Restricted Payments, Limitation on Asset Sales, Limitation on Dividends from Subsidiaries and certain provisions of the Successor Company covenant. The aggregate principal amount outstanding under the 5.75% Senior Notes at December 31, 2019 was $500.0 million.

(h) 6.25% Senior Notes

In August 2016, Revlon Escrow Corporation (the "Escrow Issuer"), which was a wholly owned subsidiary of Products Corporation, completed the 6.25% Senior Notes offering, pursuant to an exemption from registration under the Securities Act of 1933 (as amended, the "Securities Act"), of $450 million aggregate principal amount of the 6.25% Senior Notes due 2024. The 6.25% Senior Notes are unsecured and were initially issued by the Escrow Issuer to the initial purchasers under an Indenture, dated as of August 4, 2016 (the "6.25% Senior Notes Indenture"), between the Escrow Issuer and U.S. Bank National Association, as trustee (the "6.25% Senior Notes Trustee"). The 6.25% Senior Notes mature on August 1, 2024. Interest on the 6.25% Senior Notes accrues at 6.25% per annum, paid every six months through maturity on each February 1 and August 1. The proceeds from the 6.25% Senior Notes were released from escrow on the September 7, 2016 The Elizabeth Arden Acquisition Date (the "Escrow Release"). On the Elizabeth Arden Acquisition Date, the Escrow Issuer was merged with and into Products Corporation and in connection with the Escrow Release, Products Corporation and certain of its direct and indirect wholly-owned domestic subsidiaries, including Elizabeth Arden and certain of its subsidiaries (collectively, the "6.25% Senior Notes Guarantors"), and the 6.25% Senior Notes Trustee entered into a supplemental indenture (the "6.25% Senior Notes Supplemental Indenture") to the 6.25% Senior Notes Indenture, pursuant to which Products Corporation assumed the obligations of the Escrow Issuer under the 6.25% Senior Notes and the 6.25% Senior Notes Indenture and the 6.25% Senior Notes Guarantors jointly and severally, fully and unconditionally guaranteed the 6.25% Senior Notes on a senior unsecured basis (the "6.25% Senior Notes Guarantees"). The 6.25% Senior Notes Guarantors are the same entities that are subsidiary guarantors under the 2016 Senior Credit Facilities.

In December 2016, Products Corporation consummated an offer to exchange the original 6.25% Senior Notes for $450 million of new 6.25% Senior Notes, which have substantially the same terms as the original 6.25% Senior Notes, except that they are registered under the Securities Act (such registered new notes being the "6.25% Senior Notes").

Ranking: The 6.25% Senior Notes are Products Corporation's senior, unsubordinated and unsecured obligations, ranking: (i) pari passu in right of payment with all of Products Corporation's existing and future senior unsecured indebtedness; (ii) senior in right of payment to all of Products Corporation's and the 6.25% Senior Notes Guarantors' future subordinated indebtedness; and (iii) effectively junior to all of Products Corporation's and the 6.25% Senior Notes Guarantors' existing and future senior secured indebtedness, including indebtedness under Products Corporation's 2016 Senior Credit Facilities and the 2019 Term Loan Facility, to the extent of the value of the assets securing such indebtedness. The 6.25% Senior Notes and the 6.25% Senior Notes Guarantees are: (i) structurally subordinated to all of the liabilities and preferred stock of any of the Company's subsidiaries that do not guarantee the 6.25% Senior Notes; and (ii) pari passu in right of payment with liabilities of the 6.25% Senior Notes Guarantors other than expressly subordinated indebtedness. The 6.25% Senior Notes and the 6.25% Senior Notes Guarantees rank effectively junior to indebtedness and preferred stock of Products Corporation's foreign and immaterial subsidiaries (including the 2018 Foreign Asset-Based Term Facility) (the "6.25% Senior Notes Non-Guarantor Subsidiaries"), none of which guarantee the 6.25% Senior Notes.

Optional Redemption: Products Corporation may redeem the 6.25% Senior Notes at its option, at any time as a whole, or from time to time in part, at the following redemption prices (expressed as percentages of principal amount), plus accrued interest to (but not including) the date of redemption, if redeemed during the 12-month period beginning on August 1 of the years indicated below:

Period	Optimal Redemption Premium Percentage
2020	103.125%
2021	101.563%
2022 and thereafter	100.000%

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

All redemptions (and notices thereof) may be subject to various conditions precedent, and redemption dates specified in such notices may be extended so that such conditions precedent may be fulfilled (to the extent redemption on such dates is otherwise permitted by the 6.25% Senior Notes Indenture).

Change of Control: Upon the occurrence of specified change of control events, Products Corporation is required to make an offer to purchase all of the 6.25% Senior Notes at a purchase price of 101% of the outstanding principal amount of the 6.25% Senior Notes as of the date of any such repurchase, plus accrued and unpaid interest to (but not including) the date of repurchase.

Certain Covenants: The 6.25% Senior Notes Indenture imposes certain limitations on Products Corporation's and the 6.25% Senior Notes Guarantors' ability, and the ability of certain other subsidiaries, to: (i) incur or guarantee additional indebtedness or issue preferred stock; (ii) pay dividends, make certain investments and make repayments on indebtedness that is subordinated in right of payment to the 6.25% Senior Notes and make other "restricted payments"; (iii) create liens on their assets to secure debt; (iv) enter into transactions with affiliates; (v) merge, consolidate or amalgamate with another company; (vi) transfer and sell assets; and (vii) permit restrictions on the payment of dividends by Products Corporation's subsidiaries.

These covenants are subject to important qualifications and exceptions. The 6.25% Senior Notes Indenture also contains customary affirmative covenants and events of default. In addition, if during any period of time the 6.25% Senior Notes receive investment grade ratings from both Standard & Poor's and Moody's Investors Services, Inc. and no default or event of default has occurred and is continuing under the 6.25% Senior Notes Indenture, Products Corporation and its subsidiaries will not be subject to the covenants regarding limitations on debt, limitations on restricted payments, limitation on guarantees by restricted subsidiaries, limitation on transactions with affiliates, certain provisions of the successor company covenant, limitation on asset sales and limitation on dividends from restricted subsidiaries.

The aggregate principal amount outstanding under the 6.25% Senior Notes at December 31, 2019 was $450.0 million.

See Note 22, "Subsequent Events –2020 Refinancing Transactions."

Covenants

Products Corporation was in compliance with all applicable covenants under the 2016 Credit Agreements, the 2019 Term Loan Agreement, the 2018 Foreign Asset-Based Term Agreement, the Amended 2019 Senior Line of Credit Agreement, as well as with all applicable covenants under its Senior Notes Indentures, as of December 31, 2019. At December 31, 2019, the aggregate principal amounts outstanding and availability under Products Corporation's various revolving credit facilities were as follows:

	Commitment	Borrowing Base	Aggregate principal amount outstanding at December 31, 2019	Availability at December 31, 2019 [(a)]
Tranche A of the Amended 2016 Revolving Credit Facility	$ 400.0	$ 400.0	$ 230.9	$ 157.7
Tranche B of the Amended 2016 Revolving Credit Facility	41.5	41.5	41.5	—
Total Tranche A & B of the Amended 2016 Revolving Credit Facility[(a)]	$ 441.5	$ 441.5	$ 272.4	$ 157.7
Amended 2019 Senior Line of Credit Facility	$ 30.0	N/A	$ —	$ 30.0

[(a)] Availability as of December 31, 2019 is based upon the borrowing base then in effect under the Amended 2016 Revolving Credit Facility of $441.5 million, less $11.4 million of outstanding undrawn letters of credit and $272.4 million then drawn. As Products Corporation's consolidated fixed charge coverage ratio was greater than 1.0 to 1.0 as of December 31, 2019, all of the $157.7 million of availability under the Amended 2016 Revolving Credit Facility was available as of such date.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

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The Company's foreign subsidiaries held $102.5 million out of the Company's total $104.3 million in cash and cash equivalents as of December 31, 2019. While the cash held by the Company's foreign subsidiaries is primarily used to fund their operations, the Company regularly assesses its global cash needs and the available sources of cash to fund these needs, which regularly includes repatriating foreign-held cash to settle historical intercompany loans and other intercompany payables. The Company believes that it has and will have sufficient liquidity to meet its cash needs for at least the next 12 months based upon the cash generated by its operations, cash on hand, availability under the Amended 2016 Revolving Credit Facility, the Amended 2019 Senior Line of Credit Facility, the 2020 Refinancing Transactions and other permissible borrowings, along with the option to further settle historical intercompany loans and payables with certain foreign subsidiaries. The Company also expects to generate additional liquidity from cost reductions resulting from the implementation of the 2018 Optimization Program, which was initiated during the fourth quarter of 2018, and cost reductions generated from other cost control initiatives, as well as funds provided by selling certain assets (such as the Natural Honey and Floid brands that were sold in December 2019) in connection with the Company's ongoing Strategic Review. See Note 22, "Subsequent Events –2020 Refinancing Transactions.

Long-Term Debt Maturities

The aggregate amounts of contractual long-term debt maturities at December 31, 2019 in the years 2020 through 2024 and thereafter are as follows:

Years Ended December 31,		**Long-Term Debt Maturities**	
2020	$	290.5	(a)
2021		604.4	(b)
2022		18.1	(c)
2023		1,887.6	(d)
2024		450.0	(e)
Thereafter		—	
Total long-term debt		3,250.6	
Discounts and deferred finance charges		(56.4)	
Total long-term debt, net of discounts and deferred finance charges	$	3,194.2	

(a) Amount consists primarily of: (i) $41.5 million in aggregate principal amount of borrowings under Tranche B of the Amended 2016 Revolving Credit Facility outstanding as of December 31, 2019, which is scheduled to mature in April 2020; (ii) $230.9 million in aggregate principal amount of borrowings under Tranche A of the Amended 2016 Revolving Credit Facility outstanding as of December 31, 2019, which is scheduled to mature on the earlier of: (x) September 7, 2021; and (y) the 91st day prior to the maturity of Products Corporation's 5.75% Senior Notes due February 15, 2021 if, on that date (and solely for so long as), (i) any of Products Corporation's 5.75% Senior Notes remain outstanding and (ii) Products Corporation's available liquidity does not exceed the aggregate principal amount of its then outstanding 5.75% Senior Notes by at least $200 million; and (iii) the quarterly amortization payments payable in 2020 under the 2016 Term Loan Facility.

(b) Amount consists primarily of: (i) the U.S. dollar equivalent of the €77 million in aggregate principal amount under the 2018 Foreign Asset-Based Term Facility outstanding as of December 31, 2019, which is scheduled to mature in July 2021; (ii) the $500 million in aggregate principal amount under the 5.75% Senior Notes, which are scheduled to mature in February 2021; and (iii) $18.0 million of the quarterly amortization payments described in (a)(iii) above payable in 2021.

(c) Amount consists of the $18.0 million quarterly amortization payments described in (a)(iii) above payable in 2022.

(d) Amount consists primarily of: (i) the $9.0 million of quarterly amortization payments due under the 2016 Term Loan Facility during 2023; (ii) the $1,678.5 million remaining aggregate principal amount outstanding at December 31, 2019, net of the amortization payments made in 2020 through 2023, under the 2016 Term Loan Facility, which is scheduled to mature in September 2023 (subject to a springing maturity in November 2020, as described above in this Note 9); and (iii) the $200 million aggregate principal amount outstanding at December 31, 2019 under the 2019 Term Loan Facility, which is scheduled to mature in August 2023 (subject to a springing maturity in November 2020, as described above in this Note 9).

(e) Amount consists of the $450 million aggregate principal amount outstanding at December 31, 2019 under the 6.25% Senior Notes, which are scheduled to mature in August 2024.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

10. FAIR VALUE MEASUREMENTS

Assets and liabilities are required to be categorized into three levels of fair value based upon the assumptions used to value the assets or liabilities. Level 1 provides the most reliable measure of fair value, whereas Level 3, if applicable, generally would require significant management judgment. The three levels for categorizing the fair value measurement of assets and liabilities are as follows:

- Level 1: Fair valuing the asset or liability using observable inputs, such as quoted prices in active markets for identical assets or liabilities;
- Level 2: Fair valuing the asset or liability using inputs other than quoted prices that are observable for the applicable asset or liability, either directly or indirectly, such as quoted prices for similar (as opposed to identical) assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active; and
- Level 3: Fair valuing the asset or liability using unobservable inputs that reflect the Company's own assumptions regarding the applicable asset or liability.

As of both December 31, 2019 and December 31, 2018, the Company did not have any financial assets and liabilities that were required to be measured at fair value.

As of December 31, 2019, the fair value and carrying value of the Company's long-term debt, including the current portion of long-term debt, are categorized in the table below:

	December 31, 2019				
	Fair Value				
	Level 1	Level 2	Level 3	Total	Carrying Value
Liabilities:					
Long-term debt, including current portion[a]	$ —	$ 2,522.2	$ —	$ 2,522.2	$ 3,194.2

As of December 31, 2018, the fair value and carrying value of the Company's long-term debt, including the current portion of long-term debt, are categorized in the table below:

	December 31, 2018				
	Fair Value				
	Level 1	Level 2	Level 3	Total	Carrying Value
Liabilities:					
Long-term debt, including current portion[a]	$ —	$ 2,259.5	$ —	$ 2,259.5	$ 3,075.8

[a] The fair value of the Company's long-term debt, including the current portion of long-term debt, is based on quoted market prices for similar issuances and maturities.

The carrying amounts of the Company's cash and cash equivalents, trade receivables, notes receivable, accounts payable and short-term borrowings approximate their respective fair values.

11. FINANCIAL INSTRUMENTS

Letters of Credit

Products Corporation maintains standby and trade letters of credit for various corporate purposes under which Products Corporation is obligated, of which $11.4 million and $10.1 million (including amounts available under credit agreements in effect at that time) were maintained as of December 31, 2019 and December 31, 2018, respectively. Included in these amounts are approximately $8.3 million and $7.3 million in standby letters of credit that support Products Corporation's self-insurance programs, in each case as outstanding as of December 31, 2019 and December 31, 2018, respectively. The estimated liability under such programs is accrued by Products Corporation.

Derivative Financial Instruments

The Company may, from time to time, use derivative financial instruments, primarily FX Contracts, to manage foreign currency exchange risk by reducing the effects of fluctuations in foreign currency exchange rates on the Company's net cash flows. The Company does not hold or issue financial instruments for speculative or trading purposes.

Foreign Currency Forward Exchange Contracts

The FX Contracts may, from time to time, be entered into primarily to hedge the anticipated net cash flows resulting from inventory purchases and intercompany payments denominated in currencies other than the local currencies of the Company's foreign and domestic operations and generally have maturities of less than one year. The Company did not enter into any FX Contracts during 2019. The U.S. Dollar notional amounts of the FX Contracts outstanding at each of December 31, 2019 and December 31, 2018 were nil.

Interest Rate Swap Transaction

In November 2013, Products Corporation executed a forward-starting floating-to-fixed interest rate swap transaction (the "2013 Interest Rate Swap") that, at its inception, was based on a notional amount of $400 million in respect of indebtedness under Products Corporation's 2013 bank term loan that was incurred in connection with completing the October 2013 acquisition of The Colomer Group (the "Old Acquisition Term Loan" and the "Colomer Acquisition," respectively). The 2013 Interest Rate Swap, which initially had a floor of 1.00% that in December 2016 was amended to 0.75%, expired in May 2018. In connection with entering into the 2016 Term Loan Facility, the 2013 Interest Rate Swap was carried over to apply to a notional amount of $400 million in respect of indebtedness under such loan for the remaining balance of the term of such swap. The Company initially designated the 2013 Interest Rate Swap as a cash flow hedge of the variability of the forecasted 3-month LIBOR interest rate payments initially related to the $400 million notional amount under the Old Acquisition Term Loan over the 3-year term of the 2013 Interest Rate Swap (and subsequently to the $400 million notional amount under the 2016 Term Loan Facility). Under the terms of the 2013 Interest Rate Swap, Products Corporation received from the counterparty a floating interest rate based on the higher of the 3-month U.S. Dollar LIBOR or the floor percentage in effect, while paying a fixed interest rate payment to the counterparty equal to 2.0709% (which, with respect to the 2016 Term Loan Facility, effectively fixed the interest rate on such notional amount at 5.5709% through May 2018).

As a result of completely refinancing the Old Acquisition Term Loan with a portion of the proceeds from Product's Corporation's consummation of the 2016 Senior Credit Facilities and the issuance of its 6.25% Senior Notes in connection with consummating the Elizabeth Arden Acquisition, the critical terms of the 2013 Interest Rate Swap no longer matched the terms of the underlying debt under the 2016 Term Loan Facility. At the refinancing date, which was the same as the September 7, 2016 Elizabeth Arden Acquisition Date (the "De-designation Date"), the 2013 Interest Rate Swap was determined to no longer be highly effective and the Company discontinued hedge accounting for the 2013 Interest Rate Swap. Following the de-designation of the 2013 Interest Rate Swap, changes in fair value of such swap were accounted for as a component of other non-operating expenses. Accumulated deferred losses of $6.3 million, or $3.9 million net of tax, at the De-designation Date, that were previously recorded as a component of accumulated other comprehensive loss, were fully amortized into earnings over the remaining term of the 2013 Interest Rate Swap, which expired in May 2018. See "*Quantitative Information – Derivative Financial Instruments*" below for additional information on the balance sheet balances related to this swap.

Credit Risk

Exposure to credit risk in the event of nonperformance by any of the counterparties to the Company's derivative instruments is limited to the gross fair value of these derivative instruments in asset positions, which was nil at each of December 31, 2019 and December 31, 2018. The Company attempts to minimize exposure to credit risk by generally entering into derivative contracts with counterparties that have investment-grade credit ratings and are major financial institutions. The Company also periodically monitors any changes in the credit ratings of its counterparties.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Quantitative Information – Derivative Financial Instruments

As of December 31, 2019 and December 31, 2018, the Company did not have any derivative financial instruments.

The effects of the Company's derivative financial instruments on its Consolidated Statements of Operations and Comprehensive Loss were as follows for the periods presented:

		Amount of Gain (Loss) Recognized in Net (Loss) Income	
		Year Ended December 31,	
Derivative Instruments	**Statement of Operations Classification**	**2019**	**2018**
Derivative financial instruments:			
2013 Interest Rate Swap	Interest Expense	$ —	$ (1.2)
FX Contracts	Foreign currency gain, net	—	0.2
2013 Interest Rate Swap	Miscellaneous, net	—	0.2

	Amount of Gain Recognized in Other Comprehensive Loss	
	Year Ended December 31,	
	2019	**2018**
Derivatives previously designated as hedging instruments:		
2013 Interest Rate Swap, net of tax [(a)]	$ —	$ 0.7

[(a)] Net of tax benefits of $0.5 million for the year ended December 31, 2018.

12. PENSION AND POST-RETIREMENT BENEFITS

Savings Plan:

The Company offers a qualified defined contribution plan for its U.S.-based employees, the Revlon Employees' Savings, Investment and Profit Sharing Plan (as amended, the "Savings Plan"), which allows eligible participants to contribute up to 25%, and highly compensated participants to contribute up to 10%, of eligible compensation through payroll deductions, subject to certain annual dollar limitations imposed by the Internal Revenue Service (the "IRS"). The Company matches employee contributions at fifty cents for each dollar contributed up to the first 6% of eligible compensation. The Company made cash matching contributions to the Savings Plan of $5.5 million and $5.3 million during 2019 and 2018, respectively. The Company also offers a non-qualified defined contribution plan (the "Excess Savings Plan") providing benefits for certain U.S. employees who are in excess of IRS limitations. These non-qualified defined contribution benefits are funded from the Company's general assets.

The Company’s qualified and non-qualified defined contribution savings plans for its U.S.-based employees contain a discretionary profit-sharing component that enables the Company, should it elect to do so, to make discretionary profit-sharing contributions. For 2019, the Company made discretionary profit-sharing contributions to the Savings Plan and Excess Savings Plan of $7.2 million (of which $5.6 million was paid in 2019 and $1.6 million was paid in January 2020), or up to 3% of eligible compensation, which was credited on a quarterly basis. For 2018, the Company made discretionary profit-sharing contributions to the Savings Plan and Excess Savings Plan of $6.8 million (of which $5.3 million was paid in 2018 and $1.5 million was paid in January 2019), or up to 3% of eligible compensation, which was credited on a quarterly basis.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Pension Benefits:

In 2009, Products Corporation’s U.S. qualified defined benefit pension plan (the Revlon Employees’ Retirement Plan, which covered a substantial portion of the Company's employees in the U.S.) and its non-qualified pension plan (the Revlon Pension Equalization Plan) were amended to cease future benefit accruals under such plans after December 31, 2009. No additional benefits have accrued since December 31, 2009, other than interest credits on participant account balances under the cash balance program of the Company’s U.S. pension plans. Also, service credits for vesting and early retirement eligibility will continue to accrue in accordance with the terms of the respective plans. In 2010, the Company amended its Canadian defined benefit pension plan (the Affiliated Revlon Companies Employment Plan) to reduce future benefit accruals under such plan after December 31, 2010. Additionally, while the Company closed its U.K. defined pension plan to new entrants in 2002, then-existing participants continue to accrue pension benefits.

Products Corporation also sponsors two U.S. qualified defined benefit pension plans, has non-qualified pension plans that provide benefits for certain U.S. and non-U.S. employees, and for U.S. employees in excess of IRS limitations in the U.S. and in certain limited cases contractual benefits for certain former officers of the Company. These non-qualified plans are funded from the Company's general assets.

Post-retirement Benefits:

The Company previously sponsored an unfunded retiree benefit plan, which provides death benefits payable to beneficiaries of a very limited number of former employees. Participation in this plan was limited to participants enrolled as of December 31, 1993. The Company also administers an unfunded medical insurance plan on behalf of Revlon Holdings, certain costs of which have been apportioned to Revlon Holdings under the transfer agreements among Revlon, Products Corporation and MacAndrews & Forbes. (See Note 20, "Related Party Transactions").

The following table provides an aggregate reconciliation of the projected benefit obligations, plan assets, funded status and amounts recognized in the Company’s Consolidated Financial Statements related to the Company's significant pension and other post-retirement benefit plans:

	Pension Plans		Other Post-Retirement Benefit Plans	
	December 31,			
	2019	2018	2019	2018
Change in Benefit Obligation:				
Benefit obligation - beginning of year	$ (591.0)	$ (661.4)	$ (12.2)	$ (14.0)
Service cost	(1.9)	(2.0)	—	—
Interest cost	(20.0)	(18.6)	(0.4)	(0.4)
Actuarial (loss) gain	(59.3)	42.0	(1.5)	1.4
Benefits paid	43.6	45.2	0.7	0.8
Plan Amendments	(1.2)	—	—	—
Plan participant contributions	(0.6)	(0.6)	—	—
Foreign currency translation adjustments	0.7	4.4	—	—
Benefit obligation - end of year	$ (629.7)	$ (591.0)	$ (13.4)	$ (12.2)
Change in Plan Assets:				
Fair value of plan assets - beginning of year	$ 432.4	$ 497.2	$ —	$ —
Actual return (loss) on plan assets	61.3	(24.2)	—	—
Employer contributions	11.4	8.0	0.7	0.8
Benefits paid	(43.6)	(45.2)	(0.7)	(0.8)
Plan participant contributions	0.6	0.6	—	—
Foreign currency translation adjustments	0.3	(4.0)	—	—
Fair value of plan assets - end of year	$ 462.4	$ 432.4	$ —	$ —
Unfunded status of plans at December 31, 2019	$ (167.3)	$ (158.6)	$ (13.4)	$ (12.2)

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

With respect to the Company's pension plans and other post-retirement benefit plans, amounts recognized in the Company's Consolidated Balance Sheets at December 31, 2019 and 2018 consisted of the following:

	Pension Plans		Other Post-Retirement Benefit Plans	
	December 31,			
	2019	2018	2019	2018
Other long-term assets	$ 3.6	$ 4.8	$ —	$ —
Accrued expenses and other	(2.7)	(5.9)	(0.4)	(0.7)
Pension and other post-retirement benefit liabilities	(168.2)	(157.5)	(13.0)	(11.5)
Total liability	$ (167.3)	$ (158.6)	$ (13.4)	$ (12.2)
Accumulated other comprehensive loss, gross	$ 266.1	$ 252.6	$ 4.0	$ 2.7
Income tax benefit	(48.7)	(44.4)	(1.0)	(0.6)
Portion allocated to Revlon Holdings	(0.8)	(0.8)	0.2	—
Accumulated other comprehensive loss, net	$ 216.6	$ 207.4	$ 3.2	$ 2.1

With respect to the above accrued expenses and other, the Company has recorded receivables from affiliates of $2.3 million and $2.4 million at December 31, 2019 and 2018, respectively, relating to pension plan liabilities retained by such affiliates.

As of December 31, 2019 and 2018, the projected benefit obligation, accumulated benefit obligation and fair value of plan assets for the Company's pension plans are as follows:

	December 31,	
	2019	2018
Projected benefit obligation	$ 629.7	$ 591.0
Accumulated benefit obligation	627.9	589.1
Fair value of plan assets	462.4	432.4

Net Periodic Benefit Cost

The components of net periodic benefit costs for the Company's pension and the other post-retirement benefit plans for the years ended December 31, 2019 and 2018, respectively, were as follows:

	Pension Plans		Other Post-Retirement Benefit Plans	
	Year Ended December 31,			
	2019	2018	2019	2018
Net periodic benefit costs:				
Service cost	$ 1.9	$ 2.0	$ —	$ —
Interest cost	20.0	18.6	0.4	0.4
Expected return on plan assets	(25.1)	(27.8)	—	—
Amortization of actuarial loss	9.9	9.2	0.2	0.4
Curtailment gain	—	(0.1)	—	—
Total net periodic benefit costs prior to allocation	$ 6.7	$ 1.9	$ 0.6	$ 0.8
Portion allocated to Revlon Holdings	(0.1)	(0.1)	—	—
Total net periodic benefit costs	$ 6.6	$ 1.8	$ 0.6	$ 0.8

In the year ended December 31, 2019, the Company recognized net periodic benefit cost of $7.2 million, compared to net periodic benefit cost of $2.6 million in the year ended December 31, 2018, primarily due to lower expected returns on plan assets and higher interest costs.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Net periodic benefit costs are reflected in the Company's Consolidated Financial Statements as follows for the periods presented:

	Year Ended December 31,	
	2019	2018
Net periodic benefit costs:		
Cost of sales	$ —	$ 0.1
Selling, general and administrative expense	1.9	1.9
Miscellaneous, net	5.3	0.6
Total net periodic benefit costs	$ 7.2	$ 2.6

Amounts recognized in accumulated other comprehensive loss at December 31, 2019 with respect to the Company's pension plans and other post-retirement plans, which have not yet been recognized as a component of net periodic benefit cost, were as follows:

	Pension Benefits	Post-Retirement Benefits	Total
Net actuarial loss	$ 265.0	$ 4.0	$ 269.0
Prior service cost	1.1	—	1.1
Accumulated Other Comprehensive Loss, Gross	266.1	4.0	270.1
Income tax benefit	(48.7)	(1.0)	(49.7)
Portion allocated (to) from Revlon Holdings	(0.8)	0.2	(0.6)
Accumulated Other Comprehensive Loss, Net	$ 216.6	$ 3.2	$ 219.8

The total actuarial losses and prior service costs with respect to the Company's pension plans and other post-retirement plans included in accumulated other comprehensive loss at December 31, 2019 expected to be recognized in net periodic benefit cost during the fiscal year ending December 31, 2020, is $10.8 million and $0.4 million, respectively.

Pension Plan Assumptions:

The following weighted average assumptions were used to determine the Company's projected benefit obligation of the Company's U.S. and International pension plans at the end of the respective years:

	U.S. Plans		International Plans	
	2019	2018	2019	2018
Discount rate	3.01 %	4.13 %	1.81 %	2.52 %
Rate of future compensation increases	3.50 %	3.50 %	2.02 %	2.02 %

The following weighted average assumptions were used to determine the Company's net periodic benefit (income) cost of the Company's U.S. and International pension plans during the respective years:

	U.S. Plans		International Plans	
	2019	2018	2019	2018
Discount rate	4.13 %	3.47 %	2.52 %	2.19 %
Expected long-term return on plan assets	6.00 %	6.00 %	4.86 %	4.95 %
Rate of future compensation increases	3.50 %	3.50 %	2.02 %	1.75 %

Effective December 31, 2015, the Company adopted the "full yield curve" method as an alternative approach to calculating the service and interest components of net periodic benefit cost for the Company's pension and other post-retirement benefits. Under the "full yield curve" method, the discount rate assumption was built through the application of specific spot rates along the yield curve used in the determination of the benefit obligation to the relevant projected cash flows for each of the Company's pension and other post-retirement plans. Prior to December 31, 2015, the Company estimated the service and interest cost components utilizing a single weighted-average discount rate derived from the yield curve used to measure the projected benefit obligation at the beginning of the period. The change did not affect the measurement of the Company's total projected benefit obligations, as the change in service and interest costs was exactly offset in the actuarial loss (gain) recognized for each year. The Company made this change to provide a more precise measurement of service and interest costs by improving the correlation between projected benefit cash flows to the corresponding spot yield curve rates. The change to the "full yield curve" method was accounted for as a change in accounting estimate that was inseparable from a change in accounting principle, and accordingly, was accounted for prospectively.

In selecting its expected long-term rate of return on its pension plan assets, the Company considers a number of factors, including, without limitation, recent and historical performance of pension plan assets, the pension plan portfolios' asset allocations over a variety of time periods compared with third-party studies, the performance of the capital markets in recent years and other factors, as well as advice from various third parties, such as the pension plans' advisors, investment managers and actuaries. While the Company considered both the recent performance and the historical performance of pension plan assets, the Company’s assumptions are based primarily on its estimates of long-term, prospective rates of return. Using the aforementioned methodologies, the Company selected a 6.00% and 4.86% weighted-average long-term rate of return on plan assets assumption during 2019 for the U.S. and International pension plans, respectively. Differences between actual and expected asset returns are recognized in the net periodic benefit cost over the remaining service period of the active participating employees.

The rate of future compensation increases is an assumption used by the actuarial consultants for pension accounting and is determined based on the Company’s current expectation for such increases.

Investment Policy:

The Investment Committee for the Company's U.S. pension plans (the "Investment Committee") has adopted (and revises from time-to-time) an investment policy for the Company's U.S. pension plans with the objective of realizing a long-term rate of return on pension plan assets that meets or exceeds, over time, the expected long-term rate of return on plan assets assumption, weighed against a reasonable risk level. In connection with this objective, the Investment Committee retains a professional investment advisor who recommends investment managers that invest plan assets in the following asset classes: common and preferred stock, mutual funds, fixed income securities, common and collective funds, hedge funds, group annuity contracts and cash and other investments. The Company’s International plans follow a similar methodology in conjunction with local actuarial consultants and asset managers.

The investment policy adopted by the Investment Committee provides for investments in a broad range of publicly-traded securities, among other things. The investments are in domestic and international stocks, ranging from small to large capitalization stocks, debt securities ranging from domestic and international treasury issues, corporate debt securities, mortgages and asset-backed issues. Other investments may include cash and cash equivalents and hedge funds. The investment policy also allows for investments in private equity funds that are not covered in investments described above, provided that the Investment Committee approves any such investments prior to their selection. Also, global balanced strategies are utilized to provide for investments in a broad range of publicly-traded stocks and bonds in both domestic and international markets, as described above. In addition, the global balanced strategies can include commodities, provided that the Investment Committee approves any such investments prior to their selection.

The Investment Committee’s investment policy does not allow the use of derivatives for speculative purposes, but such policy does allow its investment managers to use derivatives for the purpose of reducing risk exposures or to replicate exposures of a particular asset class.

The Company’s U.S. and International pension plans have target asset allocation ranges that are intended to be flexible guidelines for allocating the plans’ assets among various classes of assets. These target ranges are reviewed periodically and considered for readjustment when an asset class weighting is outside of its target range (recognizing that these are flexible target ranges that may vary from time-to-time) with the objective of meeting or exceeding the expected long-term rate of return on plan assets assumption, weighed against a reasonable risk level. The target ranges per asset class in effect for 2019 were as follows:

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

	Target Ranges	
	U.S. Plans	International Plans
Asset Class:		
Common and preferred stock	0% - 10%	—
Mutual funds	10% - 30%	—
Fixed income securities	0% - 20%	—
Common and collective funds	50% - 70%	100%
Hedge funds	5% - 15%	—
Cash and other investments	0% - 10%	—

Fair Value of Pension Plan Assets:

The following table presents information on the fair value of the Company's U.S. and International pension plan assets at December 31, 2019 and 2018:

	U.S. Plans		International Plans	
	2019	2018	2019	2018
Fair value of plan assets	$ 380.6	$ 358.3	$ 81.8	$ 74.1

The Company determines the fair values of the Company's U.S. and International pension plan assets as follows:

- Common and preferred stock: The fair values of the investments included in the common and preferred stock asset class generally reflect the closing price reported on the major market where the individual securities are traded. The Plan classifies common and preferred stock investments within Level 1 of the fair value hierarchy.
- Mutual funds: The fair values of the investments included in the mutual funds asset class are determined using net asset value ("NAV") provided by the administrator of the funds. The NAV is based on the closing price reported on the major market where the individual securities within the mutual fund are traded. The Company classifies mutual fund investments within Level 1 of the fair value hierarchy.
- Fixed income securities: The fair values of the investments included in the fixed income securities asset class are based on a compilation of primarily observable market information and/or broker quotes. The Company classifies fixed income securities investments within Level 2 of the fair value hierarchy.
- Common and collective funds: The fair values of the investments included in the common and collective funds asset class are determined using NAV provided by the administrator of the funds. The NAV is based on the value of the underlying assets owned by the common and collective fund, minus its liabilities, and then divided by the number of shares outstanding. The redemption frequencies for the investments in the common and collective funds asset class range from daily to monthly, with redemption notice periods that range from 2 to 10 business days. The Company classifies common and collective fund investments within Level 1 or Level 2 of the fair value hierarchy, depending on whether certain criteria are met. Some common and collective funds for which fair value is not readily determinable are recorded using NAV per share or its equivalent, as permitted by the practical expedient, provided by ASU No. 2015-07, Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset per Share (or Its Equivalent) (the "ASU No. 2015-07 practical expedient"). These investments are not assigned a fair value hierarchy level.
- Hedge funds: The hedge funds asset class includes hedge funds that primarily invest in a grouping of equities, fixed income instruments, currencies, derivatives and/or commodities. The fair values of investments included in the hedge funds class are determined using NAV provided by the administrator of the funds. The hedge fund investments in the hedge funds asset class may employ leverage, generally can be sold on a quarterly or monthly basis and have redemption notice periods that range up to 90 business days. Hedge fund investments are generally recorded using NAV per share or its equivalent, as permitted by the ASU No. 2015-07 practical expedient, and are not assigned a fair value hierarchy level.
- Cash and cash equivalents: Cash and cash equivalents are measured at cost, which approximates fair value. The Company classifies cash and cash equivalents within Level 1 of the fair value hierarchy.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The fair values of the assets within the Company's U.S. and International pension plans at December 31, 2019 by asset category were as follows:

	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Common and Preferred Stock:				
U.S. Small/Mid Cap Equity	—	—	—	—
Mutual Funds [(a)]:				
Corporate Bonds	10.8	10.8	—	—
Government Bonds	15.8	15.8	—	—
U.S. Large Cap Equity	0.2	0.2	—	—
International Equities	16.3	16.3	—	—
Emerging Markets International Equity	5.9	5.9	—	—
Cash and Cash Equivalents	1.6	1.6	—	—
Other [(b)]	2.0	2.0	—	—
Fixed Income Securities:				
Corporate Bonds	—	—	—	—
Government Bonds	72.2	—	72.2	—
Common and Collective Funds [(a)]:				
Corporate Bonds	33.6	19.4	14.2	—
Government Bonds	38.9	9.1	29.8	—
U.S. Large Cap Equity	55.5	48.7	6.8	—
U.S. Small/Mid Cap Equity	18.2	18.2	—	—
International Equities	70.8	3.4	67.4	—
Emerging Markets International Equity	18.1	13.0	5.1	—
Cash and Cash Equivalents	1.7	1.7	—	—
Other [(b)]	2.9	—	2.9	—
Cash and Cash Equivalents	12.9	12.9	—	—
Total Plan Assets in the fair value hierarchy	$ 377.4	$ 179.0	$ 198.4	—
Investments measured at Net Asset Value [(c)]				
Common and Collective Funds	52.4			
Hedge Funds	32.6			
Total Plan Assets measured at Net Asset Value	$ 85.0			
Total Plan Assets at Fair Value	$ 462.4	$ 179.0	$ 198.4	—

[(a)] The investments in mutual funds and common and collective funds are disclosed above within the respective underlying investments' class (i.e., various equities, corporate bonds, government bonds and other investment classes), while the fair value hierarchy levels of the investments are based on the respective trust's direct ownership unit of account.
[(b)] Comprised of investments in equities, fixed income instruments, currencies, derivatives and/or commodities.
[(c)] These investments are presented for reconciliation purposes, but are not required to be categorized in the fair value hierarchy as they are measured at fair value using the net asset per share or its equivalent, as permitted by the ASU No. 2015-07 practical expedient.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The fair values of the assets within the Company's U.S. and International pension plans at December 31, 2018 by asset category were as follows:

	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Common and Preferred Stock:				
U.S. Small/Mid Cap Equity	7.0	7.0	—	—
Mutual Funds [(a)]:				
Corporate Bonds	10.6	10.6	—	—
Government Bonds	13.4	13.4	—	—
U.S. Large Cap Equity	0.2	0.2	—	—
International Equities	9.4	9.4	—	—
Emerging Markets International Equity	5.3	5.3	—	—
Cash and Cash Equivalents	2.2	2.2	—	—
Other [(b)]	1.8	1.8	—	—
Fixed Income Securities:				
Corporate Bonds	—	—	—	—
Government Bonds	70.0	—	70.0	—
Common and Collective Funds [(a)]:				
Corporate Bonds	40.7	19.6	21.1	—
Government Bonds	43.0	6.6	36.4	—
U.S. Large Cap Equity	54.5	38.8	15.7	—
U.S. Small/Mid Cap Equity	6.9	6.9	—	—
International Equities	58.4	5.5	52.9	—
Emerging Markets International Equity	14.9	8.5	6.4	—
Cash and Cash Equivalents	1.7	1.7	—	—
Other [(b)]	(1.6)	—	(1.6)	—
Cash and Cash Equivalents	22.2	22.2	—	—
Total Plan Assets in the fair value hierarchy	$ 360.6	$ 159.7	$ 200.9	—
Investments measured at Net Asset Value [(c)]				
Common and Collective Funds	36.3			
Hedge Funds	35.5			
Total Plan Assets measured at Net Asset Value	$ 71.8			
Total Plan Assets at Fair Value	$ 432.4	$ 159.7	$ 200.9	—

[(a)] The investments in mutual funds and common and collective funds are disclosed above within the respective underlying investments' class (i.e., various equities, corporate bonds, government bonds and other investment classes), while the fair value hierarchy levels of the investments are based on the respective trust's direct ownership unit of account.
[(b)] Comprised of investments in equities, fixed income instruments, currencies, derivatives and/or commodities.
[(c)] These investments are presented for reconciliation purposes, but are not required to be categorized in the fair value hierarchy as they are measured at fair value using the net asset per share or its equivalent, as permitted by the ASU No. 2015-07 practical expedient.

There were no transfers into or out of Level 3 assets in the Company's U.S. and International pension plan's fair value hierarchy during 2019 or 2018.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Estimated Future Benefit Payments:

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid out of the Company's pension and other post-retirement benefit plans:

	Total Pension Benefits	Total Other Benefits
2020	$ 47.7	$ 1.4
2021	$ 42.4	$ 1.3
2022	$ 42.2	$ 1.3
2023	$ 41.5	$ 1.2
2024	$ 40.6	$ 1.2
Years 2025 to 2029	$ 189.9	$ 4.7

Contributions:

The Company's intent is to fund at least the minimum contributions required to meet applicable federal employee benefit laws and local laws, or to directly pay benefit payments where appropriate. During 2019, $11.4 million and $0.7 million were contributed to the Company's pension plans and other post-retirement benefit plans, respectively. During 2020, the Company expects to contribute approximately $18 million in the aggregate to its pension and other post-retirement benefit plans.

13. STOCK COMPENSATION PLAN

Revlon maintains the Fourth Amended and Restated Revlon, Inc. Stock Plan (as amended, the "Stock Plan"), which provides for awards of stock options, stock appreciation rights, restricted or unrestricted stock and restricted stock units ("RSUs") to eligible employees and directors of Revlon and its affiliates, including Products Corporation. An aggregate of 6,565,000 shares were reserved for issuance as Awards under the Stock Plan, of which there remained approximately 1.8 million shares available for grant as of December 31, 2019. In July 2014, the Stock Plan was amended to renew the Stock Plan for a 7-year renewal term expiring on April 14, 2021. In September 2019 the Stock Plan was amended in connection with the 2019 TIP, described below, to: (1) allow the Compensation Committee to delegate to Revlon's Chief Executive Officer the authority to grant RSUs to the Company's employees, other than its officers who are subject to Section 16 of the Securities Exchange Act of 1934, as amended (i.e., the Company's Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer & Controller); (2) allow for accelerated vesting of equity awards upon a termination without cause; (3) change the minimum vesting period for specified equity awards from 3 years to 2 years; and (4) to increase by 250,000 shares the number of shares of Revlon common stock that are not subject to the Stock Plan's minimum vesting requirements.

Stock options:

Non-qualified stock options granted under the Stock Plan, if granted, are granted at prices that equal or exceed the fair market value of Class A Common Stock on the grant date and have a term of 7 years. Option grants generally vest over service periods that range from 1 year to 4 years.

At December 31, 2019 and 2018, there were no options exercisable under the Stock Plan and there was no stock option activity for 2019 and 2018.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Restricted stock awards and restricted stock units:

A summary of the restricted stock and RSU activity for each of 2019 and 2018 is presented in the following table:

	Restricted Stock (000's)	Weighted Average Grant Date Fair Value Per Share
Outstanding at January 1, 2018	795.0	$ 29.87
Granted[(a)]	1,303.9	19.39
Vested[(b)]	(388.7)	33.04
Forfeited[(a)]	(303.5)	25.08
Outstanding at December 31, 2018	1,406.7	20.32
Granted[(a)]	1,163.5	21.72
Vested[(b)]	(299.1)	21.80
Forfeited	(249.5)	20.11
Outstanding at December 31, 2019	2,021.6	20.93

(a) The 2018 grants include 69,767 restricted stock awards and 1,234,116 RSUs, the latter granted pursuant to the Long-Term Incentive Program under the Stock Plan, as discussed below. 2018 forfeited shares include 251,495 restricted stock awards and 52,022 RSUs. The 2019 grants include 67,214 restricted stock awards and 1,096,324 RSUs, the latter granted pursuant to the Long-Term Incentive Program and the 2019 Transaction Incentive Program under the Stock Plan, as discussed below.
(b) Of the amounts that vested during 2019 and 2018, 92,260 and 167,297 shares, respectively, were withheld by the Company to satisfy certain grantees' minimum withholding tax requirements, which withheld shares became Revlon treasury stock and are not sold on the open market. (See discussion under "Treasury Stock" in Note 16, "Stockholders' Deficiency").

The Company recognizes non-cash compensation expense related to restricted stock awards and RSUs under the Stock Plan using the straight-line method over the remaining service period. The Company recorded compensation expense under the Stock Plan of $8.1 million and $17.2 million during 2019 and 2018, respectively. The 2019 total compensation expense consisted of $2.7 million related to restricted stock awards and $0.4 million and $5.0 million related to the Revlon 2019 Transaction Incentive Program and the Long-Term Incentive Program, respectively, discussed below. The total fair value of restricted stock and RSUs that vested during 2019 and 2018 was $6.5 million and $12.8 million, respectively. The deferred stock-based compensation balance related to restricted stock awards was $32.2 million at December 31, 2019. Of this balance, $3.5 million related to restricted stock awards and $28.7 million related to RSUs granted under the Revlon 2019 Transaction Incentive Program and the Long-Term Incentive Program, and they will be amortized ratably to compensation expense over a weighted-average remaining vesting period of 1.79 years.

The Stock Plan allows for awards of restricted stock and RSUs to employees and directors of Revlon and its affiliates, including Products Corporation. The restricted stock awards granted under the Stock Plan vest over service periods that generally range from 2 years to 5 years. The Company granted 67,214 shares of restricted stock to certain executives during 2019, which vest ratably over a 3-year period, with the first tranche of such grants having vested in January 2020. The Company granted 69,767 shares of restricted stock to certain executives during 2018, which vest ratably over a 3-year period, with the first tranche of such grants having vested in March 2019.

Revlon 2019 Transaction Incentive Program

In August 2019, it was disclosed that MacAndrews & Forbes and Revlon have determined to explore strategic transactions involving Revlon and third parties (the "Strategic Review"). In light of this, the Compensation Committee of Revlon's Board of Directors approved a Revlon 2019 Transaction Incentive Program (the “2019 TIP”) that enables the Company to award cash-based and RSU-based retention grants and transaction bonus awards, as well as providing for the accelerated vesting of time-based RSUs and restricted shares following a termination without cause or due to death or disability.

Each Tier 1 participant's 2019 TIP award is payable two-thirds in cash and one-third in RSUs vesting in 50% tranches on each of December 31, 2020 and December 31, 2021, while Tier 2 awards are payable 100% in cash in one lump-sum on December 31, 2020, in each case subject to certain earlier vesting for a change of control or termination of employment without cause, as described below. As of September 5, 2019, the Company approved a total of 206,812 time-based RSUs under Tier 1 of the 2019 TIP, which are scheduled to vest in equivalent amounts on each of December 31, 2020 and December 31, 2021, subject to continued employment (the "2019 TIP RSUs"). As of December 31, 2019, a total of 204,151 time-based RSUs under Tier 1 of the 2019 TIP had been granted. The Company's President and Chief Executive Officer declined an award under the retention program and will receive a transaction bonus only if the Company completes a transaction.

The 2019 TIP RSUs vest in full upon an involuntary termination, other than if due to cause; provided that if a change of control occurs or a brand or business segment is sold and (i) the impacted grantee accepts an offer of employment from the buyer, then: (A) if the buyer assumes the 2019 TIP RSUs, the grantee will continue to vest in the assumed awards (with the grantee having the continued right to accelerated vesting upon an involuntary termination, other than if due to cause); and (B) if the buyer does not assume the 2019 TIP RSUs, the grantee's 2019 TIP RSUs will vest upon closing the change of control; and (ii) the impacted grantee declines an offer of employment from the buyer for substantially comparable total compensation and benefits, the grantee will forfeit their unvested 2019 TIP RSUs (collectively, the "Special Vesting Rules").

The 2019 TIP also provides for the following cash-based awards payable to certain employees, subject to continued employment through the respective vesting dates: (i) Tier 1 - $6.8 million payable in two equal installments as of December 31, 2020 and December 31, 2021; and (ii) Tier 2 - $2.5 million payable in one installment as of December 31, 2020. Such cash-based awards follow the Special Vesting Rules following a termination without cause or due to death or disability. During 2019, the Company granted $6.6 million and $2.1 million cash-based awards, net of forfeitures, under Tier 1 and Tier 2 of the 2019 TIP, respectively, which are being amortized over the period from the grant dates to December 31, 2021 and December 31, 2020, respectively. The total amount amortized for these cash-based awards through December 31, 2019 is approximately $1.3 million and is recorded in "Acquisition, integration and divestiture costs" in the Company's Consolidated Statements of Operations and Comprehensive Loss.

Long-Term Incentive Program

The Company's LTIP RSUs consist of time-based RSUs and performance-based RSUs. Time-based RSUs are scheduled to vest ratably over a 3-year service period, while performance-based RSUs are scheduled to vest based on the achievement of certain Company performance metrics and cliff-vest at the completion of a 3-year performance period.

The fair value of the LTIP and TIP RSUs is determined based on the NYSE closing share price on the grant date.

In connection with the announcement of the 2019 TIP, in August 2019 the Company also approved applying the Special Vesting Rules to outstanding, pre-existing LTIP RSUs, except that accelerated vesting in the case of termination of employment without cause will apply only to any tranche of outstanding, pre-existing LTIP RSUs scheduled to vest in the 12-month period following termination, with any future tranches being forfeited. Prior to the approval of these Special Vesting Rules, while the outstanding, pre-existing LTIP RSUs would generally have accelerated vesting upon a change of control, they did not feature accelerated vesting for termination and, in such cases, they were entirely forfeited upon termination.

As of December 31, 2019, 5,462 LTIP RSUs and nil 2019 TIP RSUs were vested on an accelerated basis under the above-mentioned provisions, resulting in accelerated amortization of approximately $0.1 million.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

During 2019, the activity related to time-based and performance-based RSUs previously granted to eligible employees and the grant date fair value per share related to these RSUs were as follows under the LTIP and 2019 TIP plans, respectively:

	Time-Based LTIP		Performance-Based LTIP	
	RSUs (000's)	Weighted-Average Grant Date Fair Value per RSU	RSUs (000's)	Weighted-Average Grant Date Fair Value per RSU
Outstanding as of December 31, 2018				
LTIP RSUs:				
2018	434.7	$ 19.11	434.7	$ 19.11
2017 [(a)]	156.4	19.70	156.4	19.70
Total LTIP RSUs Outstanding as of December 31, 2018	591.1		591.1	
Granted				
2019 TIP RSUs Granted [(b)]	204.1	16.44	n/a	—
LTIP RSUs Granted:				
2019	446.0	22.55	446.1	22.55
Total LTIP RSUs Granted	446.0		446.1	
Vested				
2019 TIP RSUs Vested [(b)]	—	—	n/a	—
LTIP RSUs Vested:				
2019 [(c)]	(1.2)	22.55	—	—
2018 [(c)]	(135.1)	19.07	—	—
2017 [(a)(c)]	(69.4)	19.70	—	—
Total LTIP RSUs Vested	(205.7)		—	
Forfeited/Canceled				
2019 TIP RSUs Forfeited/Canceled [(b)]	(3.5)	16.44	n/a	—
LTIP RSUs Forfeited/Canceled:				
2019	(19.2)	22.55	(20.5)	22.55
2018	(57.7)	19.70	(70.0)	19.70
2017 [(a)]	(33.0)	19.70	(45.5)	19.70
Total LTIP RSUs Forfeited/Canceled	(109.9)		(136.0)	
Outstanding as of December 31, 2019				
2019 TIP RSUs [(b)]	200.6	16.44	n/a	—
LTIP RSUs:				
2019	425.6	22.55	425.6	22.55
2018	241.9	19.00	364.7	19.00
2017 [(a)]	54.0	19.70	110.9	19.70
Total LTIP RSUs	721.5		901.2	
Total LTIP and TIP RSUs Outstanding as of December 31, 2019	922.1		901.2	

[(a)] The 2017 time-based and performance-based LTIP RSUs are recognized over a 2-year service and performance periods, respectively.
[(b)] The 2019 TIP provides for RSU awards that are only time-based.
[(c)] Includes acceleration of vesting of 5,462 RSUs under the 2019, 2018 and 2017 LTIPs upon involuntary termination.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Time-Based LTIP and TIP RSUs

The Company recognized a net adjustment to compensation expense related to the time-based LTIP and TIP RSUs of $5.0 million for the year ended December 31, 2019. As of December 31, 2019, the Company had $13.3 million of total deferred compensation expense related to non-vested, time-based LTIP and TIP RSUs. The cost is recognized over the vesting period of the awards, as described above.

Performance-based LTIP RSUs

The Company recognized a net adjustment to compensation expense related to the performance-based LTIP RSUs of $0.4 million for the year ended December 31, 2019. As of December 31, 2019, the Company had $15.3 million of total deferred compensation expense related to non-vested, performance-based LTIP RSUs. The cost is recognized over the service period of the awards, as described above. No performance-based LTIP RSUs vested during the year ended December 31, 2019.

14. INCOME TAXES

The Company's income before income taxes and the applicable provision for income taxes are as follows:

	Year Ended December 31,	
	2019	2018
Loss from continuing operations before income taxes:		
United States	$ (293.0)	$ (298.5)
Foreign	128.0	6.6
	$ (165.0)	$ (291.9)
Provision for income taxes:		
United States federal	$ (23.2)	$ (27.2)
State and local	7.0	(3.6)
Foreign	16.4	33.0
	$ 0.2	$ 2.2
Current:		
United States federal	$ 5.8	$ (8.9)
State and local	(1.8)	(0.8)
Foreign	26.0	10.2
	$ 30.0	$ 0.5
Deferred:		
United States federal	$ (29.0)	$ (18.3)
State and local	8.8	(2.8)
Foreign	(9.6)	22.8
	$ (29.8)	$ 1.7
Total provision for income taxes	$ 0.2	$ 2.2

The Company's provision for income taxes represents federal, foreign, state and local income taxes. The Company’s tax provision changes quarterly based on various factors including, but not limited to, the geographical level and mix of earnings; enacted tax legislation; foreign, state and local income taxes; tax audit settlements; and the interaction of various global tax strategies.

The Company recorded a provision for income taxes of $0.2 million (Products Corporation - provision for income taxes of $1.6 million) for 2019 and a provision for income taxes of $2.2 million (Products Corporation - provision for income taxes of $3.4 million) for 2018, respectively. The $2.0 million decrease (Products Corporation - $1.8 million) in the provision for income taxes for 2019 compared to 2018, was primarily due to a decrease in foreign valuation allowances recorded in 2019, offset by additional tax expense resulting from changes in mix and level of foreign earnings.

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The Company's effective tax rate for 2019 was lower than the federal statutory rate of 21% primarily due to additional U.S. tax expense on foreign earnings and valuation allowances recorded in 2019, which includes a valuation allowance on interest deductions.

As of December 31, 2019, the Company is indefinitely reinvested in the accumulated undistributed earnings of all of its foreign subsidiaries. If earnings are repatriated, any excess of financial reporting over tax basis could be subject to federal, state and foreign withholding taxes. At this time, the determination of deferred tax liabilities on the amount of financial reporting over tax basis is not practicable.

The actual tax on income before income taxes is reconciled to the applicable statutory federal income tax rate in the following table:

	Year Ended December 31,	
	2019	2018
Computed income tax benefit	$ (34.6)	$ (61.3)
State and local taxes, net of U.S. federal income tax benefit	(3.3)	(2.9)
Foreign rate differential and other foreign adjustments	(5.4)	(9.3)
Net establishment of valuation allowance	19.1	75.0
Net release of uncertain tax positions	0.7	(4.3)
Foreign dividends and earnings taxable in the U.S.	23.2	12.8
Impairment for which there is no tax benefit	—	4.3
Impact of the Tax Act	—	(7.7)
Other	0.5	(4.4)
Total provision for income taxes	$ 0.2	$ 2.2

Deferred taxes are the result of temporary differences between the bases of assets and liabilities for financial reporting and income tax purposes. The Company's deferred tax assets and liabilities at December 31, 2019 and 2018 were comprised of the following:

	December 31,	
	2019	2018
Deferred tax assets:		
Inventories	$ 19.8	$ 23.6
Net operating loss carryforwards - U.S. [(a)]	165.5	160.8
Net operating loss carryforwards - foreign	55.0	69.7
Disallowed Interest Carryover - U.S.	63.1	42.8
Employee benefits	64.3	53.6
Sales-related reserves	20.4	21.1
Lease liability	20.3	—
Foreign currency translation adjustment	—	1.1
Other	55.5	50.4
Total gross deferred tax assets	463.9	423.1
Less valuation allowance [(b)]	(163.3)	(165.7)
Total deferred tax assets, net of valuation allowance	$ 300.6	$ 257.4
Deferred tax liabilities:		
Plant, equipment and other assets	$ (43.9)	$ (32.6)
Intangibles	(73.3)	(81.5)
Other	(8.1)	(12.1)
Total gross deferred tax liabilities	(125.3)	(126.2)
Net deferred tax assets	$ 175.3	$ 131.2

[(a)] Net operating loss carryforwards - U.S. for Products Corporation as of December 31, 2019 and December 31, 2018 were $146.1 million and $143.8 million, respectively.

(b) The change in the valuation allowance for 2019 from 2018 includes activity of $19.1 million primarily related to valuation allowances for the limitation on the deductibility of interest, offset by write-offs of prior year valuation allowances.

In assessing the recoverability of its deferred tax assets, the Company continually evaluates the available positive and negative evidence to assess the amount of deferred tax assets for which it is more likely than not to realize a benefit. For any deferred tax asset in excess of the amount for which it is more likely than not that the Company will realize a benefit, the Company establishes a valuation allowance. A valuation allowance is a non-cash charge, and it in no way limits the Company's ability to utilize its deferred tax assets, including its ability to utilize tax loss and credit carryforward amounts. As of 2019, the Company concluded that, based on the weight of the available positive and negative evidence, it does not require a valuation allowance on its federal deferred tax assets, other than those associated with the limitation on the deductibility of interest. The Company does have a valuation allowance on deferred tax assets associated with its activity in certain U.S. states and foreign jurisdictions. These conclusions regarding the establishment of valuation allowances on the Company's deferred tax assets as of the end of 2019 are consistent with the Company's conclusions on such matters as of the end of 2018. However, if the Company does not generate sufficient taxable income in future periods, its deferred tax assets may not be realizable on a more-likely-than-not basis. In such event, the Company may be required to establish an additional valuation allowance against its deferred tax assets in future periods, which would materially increase the Company's tax expense in the period in which the allowance is recognized and would adversely impact the Company's results of operations and statement of financial condition in such period. The Company will continue to monitor the circumstances that would require it to establish an additional valuation allowance on its deferred tax assets. Accordingly, depending on future evidence that may become available, the Company's assessments regarding its valuation allowance position may change.

A valuation allowance has been provided for those deferred tax assets for which, in the opinion of the Company's management, it was more likely than not that a benefit will not be realized. At December 31, 2019, the deferred tax valuation allowance primarily represented amounts for foreign jurisdictions where, as of the end of 2019, the Company had a three-year cumulative loss, and for certain U.S. state jurisdictions where the Company had tax loss carryforwards and other tax attributes which may expire prior to being utilized. The deferred tax valuation allowance decreased by $2.4 million and increased by $75.0 million during 2019 and 2018, respectively. The decrease in the deferred tax valuation allowance during 2019 was primarily associated with the write-off of valuation allowances on deferred tax assets no longer available and a release in foreign valuation allowance no longer required, offset by valuation allowances required on interest deduction limitations and foreign and state tax loss carryforwards for which the Company has determined it is more likely than not that it will not receive a benefit. The increase in the deferred tax valuation allowance during 2018 was primarily associated with the interest deduction limitation and foreign and state tax loss carryforwards for which the Company has determined it is more likely than not that it will not receive a benefit.

As of December 31, 2019, the Company had domestic (federal) and foreign net operating loss carryforwards of $939.7 million, of which $310.6 million are foreign and $629.1 million are domestic (federal). These losses expire in future years as follows: 2020- $4.5 million; 2021- $2.8 million; 2022 and beyond- $615.4 million; and unlimited- $317.0 million. The Company also has certain state net operating loss carryforwards that expire between 2020 and 2038. The Company could receive the benefit of such tax loss carryforwards only to the extent it has taxable income during the carryforward periods in the applicable tax jurisdictions. As of December 31, 2019, there were no consolidated federal net operating losses available from the MacAndrews & Forbes Group (as hereinafter defined) from periods prior to the March 25, 2004 deconsolidation (as described below). The Company has acquired entities that had carryforward balances for tax losses, tax credits and other tax attributes at the time of the acquisition. U.S. federal and certain state and foreign jurisdictions impose limitations on the amount of these tax losses, tax credits and other carryforward balances that may be utilized after an acquisition. The Company has evaluated the impact of these limitations and has established a valuation allowance to reduce the deferred tax assets to the amount that the Company expects will be realized.

The Company remains subject to examination of its income tax returns in various jurisdictions, including: Spain for the tax years ended December 31, 2009 and forward; the U.S. (federal) for the tax years ended June 30, 2016 and forward; Canada for the tax years ended December 31, 2012 and forward; Australia for the tax years ended December 31, 2015 and forward; Switzerland for the tax years ended June 30, 2014 and forward; Japan for the tax years ended December 31, 2013 and forward; and the U.K. for the tax years ended December 31, 2016 and forward.

At December 31, 2019 and 2018, the Company had unrecognized tax benefits of $78.0 million and $74.7 million, respectively, including $11.7 million and $9.8 million, respectively, of accrued interest and penalties. Of the $78.0 million of unrecognized tax benefits as of December 31, 2019, $46.1 million would affect the Company's effective tax rate, if recognized, and the remaining $31.9 million would affect the Company's deferred tax accounts. The Company classifies interest and penalties as a component of the provision for income taxes. The Company recognized in the Consolidated Statements of Operations and Comprehensive (Loss) Income an expense of $1.9 million and $0.8 million in 2019 and 2018, respectively.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

A reconciliation of the beginning and ending amounts of the unrecognized tax benefits is provided in the following table:

	Tax	Interest and Penalties	Total
Balance at January 1, 2018	$ 75.9	$ 9.0	$ 84.9
Increase based on tax positions taken in a prior year	2.8	5.4	8.2
Decrease based on tax positions taken in a prior year	(15.5)	(3.8)	(19.3)
Increase based on tax positions taken in the current year	6.5	0.2	6.7
Decrease resulting from the lapse of statutes of limitations	(4.8)	(1.0)	(5.8)
Balance at December 31, 2018	$ 64.9	$ 9.8	$ 74.7
Increase based on tax positions taken in a prior year	0.3	3.4	3.7
Decrease based on tax positions taken in a prior year	(2.2)	(0.3)	(2.5)
Increase based on tax positions taken in the current year	7.1	—	7.1
Decrease resulting from the lapse of statutes of limitations	(3.8)	(1.2)	(5.0)
Balance at December 31, 2019	$ 66.3	$ 11.7	$ 78.0

In addition, the Company believes that it is reasonably possible that its unrecognized tax benefits will decrease in 2020 by approximately $4.1 million due to the expiration of statutes of limitation.

As a result of the closing of the 2004 Revlon Exchange Transactions (as hereinafter defined in Note 20, "Related Party Transactions - Tax Sharing Agreements"), as of March 25, 2004, Revlon, Products Corporation and their U.S. subsidiaries were no longer included in the affiliated group of which MacAndrews & Forbes was the common parent (the "MacAndrews & Forbes Group") for federal income tax purposes. Revlon Holdings (as hereinafter defined in Note 20, "Related Party Transactions - Transfer Agreements"), Revlon, Products Corporation and certain of its subsidiaries, and MacAndrews & Forbes Incorporated entered into a tax sharing agreement (as subsequently amended and restated, the "MacAndrews & Forbes Tax Sharing Agreement"), for taxable periods beginning on or after January 1, 1992 through and including March 25, 2004, during which Revlon and Products Corporation or a subsidiary of Products Corporation was a member of the MacAndrews & Forbes Group. In these taxable periods, Revlon's and Products Corporation's federal taxable income and loss were included in such group's consolidated tax return filed by MacAndrews & Forbes Incorporated. During such period, Revlon and Products Corporation were also included in certain state and local tax returns of MacAndrews & Forbes Incorporated or its subsidiaries. Revlon and Products Corporation remain liable under the MacAndrews & Forbes Tax Sharing Agreement for all such taxable periods through and including March 25, 2004 for amounts determined to be due as a result of a redetermination arising from an audit or otherwise, equal to the taxes that Revlon or Products Corporation would otherwise have had to pay if it were to have filed separate federal, state or local income tax returns for such periods.

MacAndrews & Forbes' current ownership does not require the Company to file a U.S. federal consolidated tax return with them. However, in certain U.S. states and in certain local and foreign jurisdictions the Company is required to file consolidated, combined, unitary or similar returns. The liability for these state, local and foreign liabilities is also governed by the MacAndrews & Forbes Tax Sharing Agreement. The Company accounts for its tax liabilities in these jurisdictions as if it were a separate filer, and the Company's tax accounts are presented as if it were a separate filer. During 2019, the Company's cash tax payments included $2.3 million of payments made to MacAndrews & Forbes in connection with these filings, and the Company's ending tax asset, which is a component of prepaid and other current assets, includes an insignificant amount related to future payments to be received from MacAndrews & Forbes in connection with these filings.

Following the closing of the 2004 Revlon Exchange Transactions, Revlon became the parent of a new consolidated group for federal income tax purposes and Products Corporation's federal taxable income and loss are included in such group's consolidated tax returns. Accordingly, Revlon and Products Corporation entered into a tax sharing agreement (the "Revlon Tax Sharing Agreement") pursuant to which Products Corporation is required to pay to Revlon amounts equal to the taxes that Products Corporation would otherwise have had to pay if Products Corporation were to file separate federal, state or local income tax returns, limited to the amount, and payable only at such times, as Revlon will be required to make payments to the applicable taxing authorities.

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There were no U.S. federal tax payments or payments in lieu of taxes from Revlon pursuant to the MacAndrews & Forbes Tax Sharing Agreement in 2019 or 2018 with respect to periods covered by the MacAndrews & Forbes Tax Sharing Agreement, and the Company expects that there will not be any such payments in 2020. During 2019, there were no federal tax payments from Products Corporation to Revlon pursuant to the Revlon Tax Sharing Agreement with respect to 2019 or 2018. During 2018, there were no federal tax payments from Products Corporation to Revlon pursuant to the Revlon Tax Sharing Agreement with respect to 2018 or 2017. The Company expects that there will be no U.S. federal tax payments from Products Corporation to Revlon pursuant to the Revlon Tax Sharing Agreement during 2020 with respect to 2019.

Pursuant to the asset transfer agreement referred to in Note 20, "Related Party Transactions - Transfer Agreements," Products Corporation assumed all tax liabilities of Revlon Holdings other than (i) certain income tax liabilities arising prior to January 1, 1992 to the extent such liabilities exceeded the reserves on Revlon Holdings' books as of January 1, 1992 or were not of the nature reserved for and (ii) other tax liabilities to the extent such liabilities are related to the business and assets retained by Revlon Holdings.

15. ACCUMULATED OTHER COMPREHENSIVE LOSS

A roll-forward of the Company's accumulated other comprehensive loss as of December 31, 2019 is as follows:

	Foreign Currency Translation	Actuarial (Loss) Gain on Post-retirement Benefits	Deferred Gain (Loss) - Hedging	Other	Accumulated Other Comprehensive Loss
Balance at January 1, 2018	$ (15.0)	$ (212.4)	$ (0.7)	$ (0.3)	$ (228.4)
Foreign currency translation adjustment, net of tax of $0.1 million	(9.4)	—	—	—	(9.4)
Amortization of pension related costs, net of tax of $(1.0) million [(a)]	—	8.4	—	—	8.4
Pension re-measurement, net of tax of $2.5 million	—	(5.5)	—	—	(5.5)
Amortization of deferred losses related to the de-designated 2013 Interest Rate Swap, net of tax of $0.5 million [(b)]	—	—	0.7	—	0.7
Other comprehensive (loss) income	$ (9.4)	$ 2.9	$ 0.7	$ —	$ (5.8)
Balance at January 1, 2019	$ (24.4)	$ (209.5)	$ —	$ (0.3)	$ (234.2)
Foreign currency translation adjustment, net of tax of $(1.8) million	(2.9)	—	—	—	(2.9)
Amortization of pension related costs, net of tax of $(1.1) million [(a)]	—	9.0	—	—	9.0
Pension re-measurement, net of tax of $5.2 million	—	(19.3)	—	—	(19.3)
Other comprehensive (loss) income	$ (2.9)	$ (10.3)	$ —	$ —	$ (13.2)
Balance at December 31, 2019	$ (27.3)	$ (219.8)	$ —	$ (0.3)	$ (247.4)

[(a)] Amounts represent the change in accumulated other comprehensive loss as a result of the amortization of actuarial losses (gains) arising during each year related to the Company's pension and other post-retirement plans. See Note 12, "Pension and Post-retirement Benefits," for further discussion of the Company's pension and other post-retirement plans.
[(b)] See Note 11, "Financial Instruments," for further discussion of the 2013 Interest Rate Swap, which expired in May 2018.

For 2019, the Company did not have any activity related to financial instruments. As the 2013 Interest Rate Swap expired in May 2018 and had been fully amortized into earnings as of June 30, 2018, there was no activity related to the 2013 Interest Rate Swap for 2019. The following is a roll-forward of the amounts reclassified out of accumulated other comprehensive loss into earnings during 2018 related to the 2013 Interest Rate Swap:

	2013 Interest Rate Swap
Beginning accumulated losses at January 1, 2018:	$ (0.7)
Reclassifications into earnings (net of $0.5 million tax benefit) [(a)]	0.7
Ending accumulated losses at December 31, 2018	$ —

[(a)] Reclassified to interest expense.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

16. STOCKHOLDERS' DEFICIENCY

Information about the Company's common and treasury stock issued and/or outstanding is presented in the following table:

	Class A Common Stock	Treasury Stock
Balance, January 1, 2018	54,556,100	1,114,528
Restricted stock grants [(a)]	1,303,883	—
Restricted stock forfeitures [(b)]	(303,517)	251,495
Withholding of restricted stock to satisfy taxes	—	167,297
Balance, December 31, 2018	55,556,466	1,533,320
Restricted stock grants [(a)]	1,163,538	—
Restricted stock forfeitures	(249,514)	—
Withholding of restricted stock to satisfy taxes	—	92,260
Balance, December 31, 2019	56,470,490	1,625,580

[(a)] The 2018 and 2019 grants include 69,767 and 67,214 restricted stock awards, respectively, and 1,234,116 and 1,096,324 RSUs, respectively, the latter granted pursuant to the 2019 TIP and LTIP programs under the Stock Plan. See Note 13, "Stock Compensation Plan," for further discussion of the Company's Stock Plan.

[(b)] 2018 restricted stock forfeitures include 251,495 unvested restricted stock awards and 52,022 unvested RSUs.

Common Stock

As of December 31, 2019, Revlon's authorized common stock consisted of 900 million shares of Class A Common Stock, with a par value of $0.01 per share (the "Class A Common Stock"), and 200 million shares of Class B common stock, par value $0.01 per share ("Class B Common Stock" and together with the Class A Common Stock, the "Common Stock").

As of December 31, 2019, MacAndrews & Forbes beneficially owned approximately 87.1% of Revlon's Class A Common Stock, which at such date was Revlon's only class of capital stock outstanding.

Treasury Stock

Pursuant to the share withholding provisions of the Stock Plan, during 2019 the Company withheld a total of 92,260 shares of Revlon Class A Common Stock to satisfy its minimum statutory tax withholding requirements related to the vesting of shares of restricted stock and RSUs. These shares were recorded as treasury stock using the cost method, at a weighted average of $17.75 per share, based on the NYSE closing price per share on each applicable vesting date, for a total of $1.6 million. During 2018 the Company withheld a total of 167,297 shares of Revlon Class A Common Stock to satisfy its minimum statutory tax withholding requirements related to the vesting of shares of restricted stock. These shares were recorded as treasury stock using the cost method, at a weighted average of $21.42 per share, based on the NYSE closing price per share on each applicable vesting date, for a total of $3.6 million. In addition, during 2018, the Company transferred to treasury stock 251,495 unvested restricted shares and RSUs forfeited upon the departure of certain executives. These shares were recorded as treasury stock using the cost method, at a weighted average price of $26.26 per share, based on the grant date fair values of the forfeited shares, for a total of $6.6 million.

17. SEGMENT DATA AND RELATED INFORMATION

Operating Segments

Operating segments include components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker (the Company's "Chief Executive Officer") in deciding how to allocate resources and in assessing the Company's performance. As a result of the similarities in the procurement, manufacturing and distribution processes for the Company's products, much of the information provided in the Consolidated Financial Statements and provided in the segment table below is similar to, or the same as, that reviewed on a regular basis by the Company's Chief Executive Officer.

As of December 31, 2019, the Company's operations are organized into the following reportable segments:

- ***Revlon*** - The Revlon segment is comprised of the Company's flagship Revlon brands. Revlon segment products are primarily marketed, distributed and sold in the mass retail channel, large volume retailers, chain drug and food stores, chemist shops, hypermarkets, general merchandise stores, e-commerce sites, television shopping, department stores, professional hair and nail salons, one-stop shopping beauty retailers and specialty cosmetic stores in the U.S. and internationally under brands such as **Revlon** in color cosmetics; **Revlon ColorSilk** and **Revlon Professional** in hair color; and **Revlon** in beauty tools.

- ***Elizabeth Arden*** - The Elizabeth Arden segment is comprised of the Company's Elizabeth Arden branded products. The Elizabeth Arden segment markets, distributes and sells fragrances, skin care and color cosmetics primarily to prestige retailers, department and specialty stores, perfumeries, boutiques, e-commerce sites, the mass retail channel, travel retailers and distributors, as well as direct sales to consumers via its Elizabeth Arden branded retail stores and elizabetharden.com e-commerce website, in the U.S. and internationally, under brands such as **Elizabeth Arden Ceramide, Prevage, Eight Hour, SUPERSTART, Visible Difference** and **Skin Illuminating** in the Elizabeth Arden skin care brands; and **Elizabeth Arden White Tea, Elizabeth Arden Red Door, Elizabeth Arden 5th Avenue** and **Elizabeth Arden Green Tea** in Elizabeth Arden fragrances.

- ***Portfolio*** - The Company's Portfolio segment markets, distributes and sells a comprehensive line of premium, specialty and mass products primarily to the mass retail channel, hair and nail salons and professional salon distributors in the U.S. and internationally and large volume retailers, specialty and department stores under brands such as **Almay** and **SinfulColors** in color cosmetics; **American Crew** in men's grooming products (which are also sold direct-to-consumer on its americancrew.com website); **CND** in nail polishes, gel nail color and nail enhancements; **Cutex** nail care products; and **Mitchum** in anti-perspirant deodorants. The Portfolio segment also includes a multi-cultural hair care line consisting of **Creme of Nature** hair care products, which are sold in both professional salons and in large volume retailers and other retailers, primarily in the U.S.; and a hair color line under the **Llongueras** brand (licensed from a third party) that is sold in the mass retail channel, large volume retailers and other retailers, primarily in Spain.

- ***Fragrances*** - The Fragrances segment includes the development, marketing and distribution of certain owned and licensed fragrances as well as the distribution of prestige fragrance brands owned by third parties. These products are typically sold to retailers in the U.S. and internationally, including prestige retailers, specialty stores, e-commerce sites, the mass retail channel, travel retailers and other international retailers. The owned and licensed fragrances include brands such as: (i) **Juicy Couture** (which are also sold direct-to-consumer on its juicycouturebeauty.com website), **John Varvatos** and **AllSaints** in prestige fragrances; (ii) **Britney Spears**, **Elizabeth Taylor**, **Christina Aguilera**, **Jennifer Aniston** and **Mariah Carey** in celebrity fragrances; and (iii) **Curve**, **Giorgio Beverly Hills**, Ed **Hardy**, **Charlie**, **Lucky Brand**, **‹PS›** (logo of former Paul Sebastian brand), **Alfred Sung**, **Halston**, **Geoffrey Beene** and **White Diamonds** in mass fragrances.

The Company's management evaluates segment profit for each of the Company's reportable segments. The Company allocates corporate expenses to each reportable segment to arrive at segment profit, and these expenses are included in the internal measure of segment operating performance. The Company defines segment profit as income from continuing operations before interest, taxes, depreciation, amortization, stock-based compensation expense, gains/losses on foreign currency fluctuations, gains/losses on the early extinguishment of debt and miscellaneous expenses. Segment profit also excludes the impact of certain items that are not directly attributable to the reportable segments' underlying operating performance. Such items are shown below in the table reconciling segment profit to consolidated income from continuing operations before income taxes. The Company does not have any material inter-segment sales.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The accounting policies for each of the reportable segments are the same as those described in Note 1, "Description of Business and Summary of Significant Accounting Policies." The Company's assets and liabilities are managed centrally and are reported internally in the same manner as the Consolidated Financial Statements; thus, no additional information regarding assets and liabilities of the Company's reportable segments is produced for the Company's Chief Executive Officer or included in these Consolidated Financial Statements.

The following table is a comparative summary of the Company's net sales and segment profit for Revlon and Products Corporation by reportable segment for the periods presented.

Revlon, Inc.

	Year Ended December 31,	
	2019	**2018**
Segment Net Sales:		
Revlon	$ 958.8	$ 998.3
Elizabeth Arden	520.0	490.2
Portfolio	487.8	564.6
Fragrances	453.0	511.4
Total	$ 2,419.6	$ 2,564.5
Segment Profit:		
Revlon	$ 101.2	$ 129.6
Elizabeth Arden	37.6	24.4
Portfolio	45.0	7.9
Fragrances	82.3	76.0
Total	$ 266.1	$ 237.9
Reconciliation:		
Total Segment Profit	$ 266.1	$ 237.9
Less:		
Depreciation and amortization	162.9	177.2
Non-cash stock compensation expense	8.1	17.2
Non-Operating items:		
Restructuring and related charges	30.5	23.1
Acquisition, integration and divestiture costs	3.9	13.9
(Gain) loss on divested assets	(26.6)	20.1
Financial control remediation actions and related charges	13.4	—
Excessive coupon redemption in dispute	13.2	—
Oxford ERP system disruption-related charges	—	53.6
Impairment charge	—	18.0
Operating income (loss)	60.7	(85.2)
Less:		
Interest Expense	196.6	176.6
Amortization of debt issuance costs	14.6	13.0
Foreign currency (gains) losses, net	(1.9)	15.8
Miscellaneous, net	16.4	1.3
Loss from continuing operations before income taxes	$ (165.0)	$ (291.9)

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation

	Year Ended December 31,	
	2019	2018
Segment Net Sales:		
Revlon	$ 958.8	$ 998.3
Elizabeth Arden	520.0	490.2
Portfolio	487.8	564.6
Fragrances	453.0	511.4
Total	$ 2,419.6	$ 2,564.5
Segment Profit:		
Revlon	$ 104.3	$ 132.0
Elizabeth Arden	39.3	25.6
Portfolio	46.6	9.3
Fragrances	83.8	77.3
Total	$ 274.0	$ 244.2
Reconciliation:		
Total Segment Profit	$ 274.0	$ 244.2
Less:		
Depreciation and amortization	162.9	177.2
Non-cash stock compensation expense	8.1	17.2
Non-Operating items:		
Restructuring and related charges	30.5	23.1
Acquisition, integration and divestiture costs	3.9	13.9
(Gain) loss on divested assets	(26.6)	20.1
Financial control remediation actions and related charges	13.4	—
Excessive coupon redemption in dispute	13.2	—
Oxford ERP system disruption-related charges	—	53.6
Impairment charge	—	18.0
Operating income (loss)	68.6	(78.9)
Less:		
Interest Expense	196.6	176.6
Amortization of debt issuance costs	14.6	13.0
Foreign currency losses, net	(1.9)	15.8
Miscellaneous, net	16.4	1.3
Loss from continuing operations before income taxes	$ (157.1)	$ (285.6)

As of December 31, 2019, the Company had operations established in approximately 25 countries outside of the U.S. and its products are sold throughout the world. Generally, net sales by geographic area are presented by attributing revenues from external customers on the basis of where the products are sold. Walmart and its affiliates worldwide accounted for approximately 15% of the Company's worldwide net sales in both 2019 and 2018, and such sales are primarily included within the net sales of the Consumer segment.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

The following tables present the Company's segment net sales by geography and total net sales by classes of similar products for the periods presented:

	Year Ended December 31, 2019				
	Revlon	Elizabeth Arden	Portfolio	Fragrances	Total
Geographic Area:					
Net Sales					
North America	$ 497.2	$ 120.4	$ 298.9	$ 309.2	$ 1,225.7
EMEA*	205.3	203.5	150.4	108.1	667.3
Asia	107.2	164.7	4.2	12.1	288.2
Latin America*	70.8	7.7	21.6	9.0	109.1
Pacific*	78.3	23.7	12.7	14.6	129.3
	$ 958.8	$ 520.0	$ 487.8	$ 453.0	$ 2,419.6

	Year Ended December 31, 2018				
	Revlon	Elizabeth Arden	Portfolio	Fragrances	Total
Geographic Area:					
Net Sales					
North America	$ 522.3	$ 135.6	$ 350.4	$ 345.9	$ 1,354.2
EMEA*	226.0	201.0	170.6	120.0	717.6
Asia	105.1	119.5	4.0	12.9	241.5
Latin America*	70.5	11.4	25.7	15.6	123.2
Pacific*	74.4	22.7	13.9	17.0	128.0
	$ 998.3	$ 490.2	$ 564.6	$ 511.4	$ 2,564.5

* The EMEA region includes Europe, the Middle East, Africa and the Company's international Travel Retail business; the Latin America region includes Mexico; and the Pacific region includes Australia and New Zealand.

	Year Ended December 31,			
	2019		2018	
Classes of similar products:				
Net sales:				
Color cosmetics	$ 769.9	*32%*	$ 848.7	*33%*
Fragrance	611.7	*26%*	679.2	*26%*
Hair care	513.8	*21%*	529.3	*21%*
Beauty care	176.9	*7%*	200.4	*8%*
Skin care	347.3	*14%*	306.9	*12%*
	$ 2,419.6		$ 2,564.5	

The following table presents the Company's long-lived assets by geographic area as of December 31, 2019 and December 31, 2018:

	December 31, 2019		December 31, 2018	
Long-lived assets, net:				
United States	$ 1,414.0	*83%*	$ 1,416.2	*84%*
International	280.1	*17%*	275.0	*16%*
	$ 1,694.1		$ 1,691.2	

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

18. REVLON, INC. BASIC AND DILUTED EARNINGS (LOSS) PER COMMON SHARE

Shares used in calculating Revlon's basic loss per share are computed using the weighted-average number of Revlon's common shares outstanding during each period. Shares used in diluted loss per share include the dilutive effect of unvested restricted stock, LTIP RSUs and TIP RSUs under the Company's Stock Plan using the treasury stock method. For 2019 and 2018, Revlon's diluted loss per share equals basic loss per share, as the assumed vesting of restricted stock, LTIP RSUs and TIP RSUs would have an anti-dilutive effect. As of December 31, 2019 and 2018, there were no outstanding stock options under the Company's Stock Plan. See Note 13, "Stock Compensation Plan," for information on the LTIP and TIP RSUs.

Following are the components of Revlon's basic and diluted loss per common share for the periods presented:

	Year Ended December 31,	
	2019	2018
Numerator:		
Loss from continuing operations, net of taxes	$ (165.2)	$ (294.1)
Income (loss) from discontinued operations, net of taxes	7.5	(0.1)
Net loss	$ (157.7)	$ (294.2)
Denominator:		
Weighted-average common shares outstanding – Basic	53,081,321	52,797,686
Effect of dilutive restricted stock and RSUs	—	—
Weighted-average common shares outstanding – Diluted	53,081,321	52,797,686
Basic and Diluted (loss) earnings per common share:		
Continuing operations	$ (3.11)	$ (5.57)
Discontinued operations	0.14	—
Net loss per common share	$ (2.97)	$ (5.57)
Unvested restricted stock and RSUs under the Stock Plan[a]	478,202	272,298

[a] These are outstanding common stock equivalents that were not included in the computation of Revlon's diluted earnings per common share because their inclusion would have had an anti-dilutive effect.

19. CONTINGENCIES

The Company is involved in various routine legal proceedings incidental to the ordinary course of its business. The Company believes that the outcome of all pending legal proceedings in the aggregate is not reasonably likely to have a material adverse effect on the Company's business, prospects, results of operations, financial condition and/or cash flows. However, in light of the uncertainties involved in legal proceedings generally, the ultimate outcome of a particular matter could be material to the Company's operating results for a particular period depending on, among other things, the size of the loss or the nature of the liability imposed and the level of the Company's income for that particular period.

20. RELATED PARTY TRANSACTIONS

As of December 31, 2019, MacAndrews & Forbes beneficially owned approximately 87.1% of Revlon's Class A Common Stock, which at such date was Revlon's only class of capital stock outstanding. As a result, MacAndrews & Forbes is able to elect Revlon's entire Board of Directors and control the vote on all matters submitted to a vote of Revlon's stockholders. MacAndrews & Forbes is beneficially owned by Ronald O. Perelman. Mr. Perelman is Chairman of Revlon's and Product Corporation's Board of Directors.

Transfer Agreements

In June 1992, Revlon and Products Corporation entered into an asset transfer agreement with Revlon Holdings LLC, a Delaware limited liability company and formerly a Delaware corporation known as Revlon Holdings Inc. ("Revlon Holdings"), and which is an affiliate and an indirect wholly-owned subsidiary of MacAndrews & Forbes, and certain of Revlon Holdings' wholly-owned subsidiaries. Revlon and Products Corporation also entered into a real property asset transfer agreement with Revlon Holdings. Pursuant to such agreements, in June 1992, Revlon Holdings transferred certain assets to Products Corporation and Products Corporation assumed all of the liabilities of Revlon Holdings, other than certain specifically excluded assets and liabilities (the liabilities excluded are referred to as the "Excluded Liabilities"). Certain consumer products lines sold in demonstrator-assisted retailers considered not integral to the Company's business and that historically had not been profitable and certain other assets and liabilities were retained by Revlon Holdings. Revlon Holdings agreed to indemnify Revlon and Products Corporation against losses arising from the Excluded Liabilities, and Revlon and Products Corporation agreed to indemnify Revlon Holdings against losses arising from the liabilities assumed by Products Corporation. The amounts reimbursed by Revlon Holdings to Products Corporation for the Excluded Liabilities was $0.2 million for each of 2019 and 2018. As of both December 31, 2019 and December 31, 2018, a receivable balance of $0.1 million from MacAndrews & Forbes was included in the Company's Consolidated Balance Sheets for the Excluded Liabilities. The net activity related to transactions subject to the Transfer Agreements during 2019 and 2018 was $0.3 million expense and $0.9 million income, respectively. As of December 31, 2019 and December 31, 2018, a payable balance of $0.2 million to, and a receivable balance of $0.4 million from, MacAndrews & Forbes, respectively, was included in the Company's Consolidated Balance Sheets for transactions subject to the Transfer Agreements.

Reimbursement Agreements

Revlon, Products Corporation and MacAndrews & Forbes have entered into reimbursement agreements (the "Reimbursement Agreements") pursuant to which: (i) MacAndrews & Forbes is obligated to provide (directly or through its affiliates) certain professional and administrative services, including, without limitation, employees, to the Company, and to purchase services from third-party providers, such as insurance, legal, accounting and air transportation services, on behalf of the Company, to the extent requested by Products Corporation; and (ii) Products Corporation is obligated to provide certain professional and administrative services, including, without limitation, employees, to MacAndrews & Forbes and to purchase services from third-party providers, such as insurance, legal and accounting services, on behalf of MacAndrews & Forbes, to the extent requested by MacAndrews & Forbes, provided that in each case the performance of such services does not cause an unreasonable burden to MacAndrews & Forbes or Products Corporation, as the case may be.

The Company reimburses MacAndrews & Forbes for the allocable costs of the services that MacAndrews & Forbes purchases for or provides to the Company and for the reasonable out-of-pocket expenses that MacAndrews & Forbes incurs in connection with the provision of such services. MacAndrews & Forbes reimburses Products Corporation for the allocable costs of the services that Products Corporation purchases for or provides to MacAndrews & Forbes and for the reasonable out-of-pocket expenses incurred by Products Corporation in connection with the purchase or provision of such services. Each of the Company, on the one hand, and MacAndrews & Forbes, on the other, has agreed to indemnify the other party for losses arising out of the services provided by it under the Reimbursement Agreements, other than losses resulting from its willful misconduct or gross negligence.

The Reimbursement Agreements may be terminated by either party on 90 days' notice. The Company does not intend to request services under the Reimbursement Agreements unless their costs would be at least as favorable to the Company as could be obtained from unaffiliated third parties.

The Company participates in MacAndrews & Forbes' directors and officers liability insurance program (the "D&O Insurance Program"), as well as its other insurance coverages, such as property damage, business interruption, liability and other coverages, which cover the Company, as well as MacAndrews & Forbes and its subsidiaries. The limits of coverage for certain of the policies are available on an aggregate basis for losses to any or all of the participating companies and their respective directors and officers. The Company reimburses MacAndrews & Forbes from time-to-time for their allocable portion of the premiums for such coverage or the Company pays the insurers directly, which premiums the Company believes are more favorable than the premiums that the Company would pay were it to secure stand-alone coverage. Any amounts paid by the Company directly to MacAndrews & Forbes in respect of premiums are included in the amounts paid under the Reimbursement Agreements.

The net activity related to services purchased under the Reimbursement Agreements during 2019 and 2018 was $0.5 million expense and $0.6 million income, respectively. As of December 31, 2019 and December 31, 2018, a payable balance of $0.2 million to, and a receivable balance of $0.3 million from, MacAndrews & Forbes, were included in the Company's Consolidated Balance Sheet for transactions subject to the Reimbursement Agreements, respectively.

Tax Sharing Agreements

As a result of a debt-for-equity exchange transaction completed in March 2004 (the "2004 Revlon Exchange Transactions"), as of March 25, 2004, Revlon, Products Corporation and their U.S. subsidiaries were no longer included in the MacAndrews & Forbes Group for U.S. federal income tax purposes. See Note 14, "Income Taxes," for further discussion on these agreements and related transactions in 2019 and 2018.

Registration Rights Agreement

Prior to the consummation of Revlon's initial public equity offering in February 1996, Revlon and Revlon Worldwide Corporation (which subsequently merged into REV Holdings LLC, a Delaware limited liability company and a wholly-owned subsidiary of MacAndrews & Forbes ("REV Holdings")), the then direct parent of Revlon entered into a registration rights agreement (the "Registration Rights Agreement"). In February 2003, MacAndrews & Forbes executed a joinder agreement to the Registration Rights Agreement, pursuant to which REV Holdings, MacAndrews & Forbes and certain transferees of Revlon's Common Stock held by REV Holdings (the "Holders") have the right to require Revlon to register under the Securities Act all or part of the Class A Common Stock owned by such Holders, including, without limitation, the shares of Class A Common Stock purchased by MacAndrews & Forbes in connection with Revlon's 2003 $50.0 million equity rights offering and the shares of Class A Common Stock which were issued to REV Holdings upon its conversion of all 3,125,000 shares of its Class B Common Stock in October 2013 (a "Demand Registration"). In connection with closing the 2004 Revlon Exchange Transactions and pursuant to the 2004 Investment Agreement, MacAndrews & Forbes executed a joinder agreement that provided that MacAndrews & Forbes would also be a Holder under the Registration Rights Agreement and that all shares acquired by MacAndrews & Forbes pursuant to the 2004 Investment Agreement are deemed to be registrable securities under the Registration Rights Agreement. This included all of the shares of Class A Common Stock acquired by MacAndrews & Forbes in connection with Revlon’s March 2006 $110 million rights offering of shares of its Class A Common Stock and related private placement to MacAndrews & Forbes, and Revlon’s January 2007 $100 million rights offering of shares of its Class A Common Stock and related private placement to MacAndrews & Forbes. Pursuant to the Registration Rights Agreement, in 2009 Revlon registered under the Securities Act all 9,336,905 shares of Class A Common Stock issued to MacAndrews & Forbes in the 2009 Exchange Offer, in which, among other things, Revlon issued to MacAndrews & Forbes shares of Class A Common Stock at a ratio of one share of Class A Common Stock for each $5.21 of outstanding principal amount of the then-outstanding Senior Subordinated Term Loan that MacAndrews & Forbes contributed to Revlon.

Revlon may postpone giving effect to a Demand Registration for a period of up to 30 days if Revlon believes such registration might have a material adverse effect on any plan or proposal by Revlon with respect to any financing, acquisition, recapitalization, reorganization or other material transaction, or if Revlon is in possession of material non-public information that, if publicly disclosed, could result in a material disruption of a major corporate development or transaction then pending or in progress or could result in other material adverse consequences to Revlon. In addition, the Holders have the right to participate in registrations by Revlon of its Class A Common Stock (a "Piggyback Registration"). The Holders will pay all out-of-pocket expenses incurred in connection with any Demand Registration. Revlon will pay any expenses incurred in connection with a Piggyback Registration, except for underwriting discounts, commissions and expenses attributable to the shares of Class A Common Stock sold by such Holders.

Amended 2019 Senior Line of Credit Facility

See Note 9, "Debt," regarding the Amended 2019 Senior Line of Credit Agreement between Products Corporation and MacAndrews & Forbes Group, LLC.

Other

Certain of Products Corporation’s debt obligations, including the 2016 Credit Agreements and Products Corporation's Senior Notes, have been, and may in the future be, supported by, among other things, guarantees from all of Products Corporation's domestic subsidiaries (subject to certain limited exceptions) and, for the 2016 Credit Agreements, guarantees from Revlon. The obligations under such guarantees are secured by, among other things, all of the capital stock of Products Corporation and, its domestic subsidiaries (subject to certain limited exceptions) and 66% of the capital stock of Products Corporation's and its domestic subsidiaries' first-tier foreign subsidiaries. See Note 9, "Debt," for a discussion of the terms of the 2016 Credit Agreements and Senior Notes.

During 2019 and 2018, the Company engaged several companies in which MacAndrews & Forbes had a controlling interest to provide the Company with various ordinary course business services. These services included processing approximately $55.1 million and $18.9 million of coupon redemptions for the Company's retail customers for the years ended December 31, 2019 and 2018, respectively, for which the Company incurred fees of approximately $1.0 million and $0.2 million for 2019 and 2018, respectively, and other similar advertising, coupon redemption and raw material supply services, for which the Company had net payables aggregating to approximately $0.5 million and $0.9 million for 2019 and 2018, respectively. As of December 31, 2019 and December 31, 2018, a payable balance of approximately $5.5 million and nil, respectively, were included in the Company's Consolidated Balance Sheet for the aforementioned coupon redemption services. The Company believes that its engagement of each of these affiliates was on arm's length terms, taking into account each firm's expertise in its respective field, and that the fees paid or received were at least as favorable as those available from unaffiliated parties.

As previously disclosed, the Board of Directors elected Ms. Debra Perelman as the Company’s Chief Operating Officer in January 2018 and then in May 2018 as its President and Chief Executive Officer. Ms. Perelman is the daughter of Ronald O. Perelman, the Chairman of the Company’s Board of Directors. Ms. Perelman’s compensation is disclosed in Revlon’s Annual Proxy Statement. Also, as previously disclosed, E. Scott Beattie and Mitra Hormozi, each of whom are directors of Revlon, earned consulting fees. For Mr. Beattie consulting fees totaled $0.4 million and $0.5 million for 2019 and 2018, respectively. Ms. Hormozi earned consulting fees of approximately $0.1 million for 2019. The Company believes that its engagement of Mr. Beattie and Ms. Hormozi provide the Company with the ongoing expertise insight of these former Company executives and that each such agreement was entered into on arm's length terms and that the fees paid were at least as favorable as those available from unaffiliated parties.

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

21. PRODUCTS CORPORATION AND SUBSIDIARIES GUARANTOR FINANCIAL INFORMATION

Products Corporation's 5.75% Senior Notes and 6.25% Senior Notes are fully and unconditionally guaranteed on a senior basis by certain of Products Corporation’s direct and indirect wholly-owned domestic subsidiaries (the "5.75% Senior Notes Guarantors" and the "6.25% Senior Notes Guarantors," respectively, and together the "Guarantor Subsidiaries").

The following Condensed Consolidating Financial Statements present the financial information as of December 31, 2019 and December 31, 2018, and for each of the years ended December 31, 2019 and 2018 for (i) Products Corporation on a stand-alone basis; (ii) the Guarantor Subsidiaries on a stand-alone basis; (iii) the subsidiaries of Products Corporation that do not guarantee Products Corporation's 5.75% Senior Notes and 6.25% Senior Notes (the "Non-Guarantor Subsidiaries") on a stand-alone basis; and (iv) Products Corporation, the Guarantor Subsidiaries and the Non-Guarantor Subsidiaries on a consolidated basis. The Condensed Consolidating Financial Statements are presented on the equity method, under which the investments in subsidiaries are recorded at cost and adjusted to the applicable share of the subsidiary's cumulative results of operations, capital contributions, distributions and other equity changes. The principal elimination entries eliminate investments in subsidiaries and intercompany balances and transactions.

Products Corporation and Subsidiaries Condensed Consolidating Balance Sheets

As of December 31, 2019

	Products Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
Cash and cash equivalents	$ 0.8	$ 6.4	$ 97.1	$ —	$ 104.3
Trade receivables, less allowances for doubtful accounts	95.5	92.3	235.6	—	423.4
Inventories	131.0	151.5	165.9	—	448.4
Prepaid expenses and other	219.7	26.4	46.5	—	292.6
Intercompany receivables	2,857.7	2,854.6	452.7	(6,165.0)	—
Investment in subsidiaries	1,598.3	30.7	—	(1,629.0)	—
Property, plant and equipment, net	208.7	89.5	110.4	—	408.6
Deferred income taxes	165.0	(37.8)	30.9	—	158.1
Goodwill	159.9	264.0	249.8	—	673.7
Intangible assets, net	13.0	346.9	130.8	—	490.7
Other assets	67.8	16.2	37.1	—	121.1
Total assets	$ 5,517.4	$ 3,840.7	$ 1,556.8	$ (7,794.0)	$ 3,120.9
LIABILITIES AND STOCKHOLDER’S DEFICIENCY					
Short-term borrowings	$ —	$ —	$ 2.2	$ —	$ 2.2
Current portion of long-term debt	287.9	—	0.1	—	288.0
Accounts payable	108.4	39.9	103.5	—	251.8
Accrued expenses and other	124.1	70.0	224.1	—	418.2
Intercompany payables	3,030.3	2,668.7	466.0	(6,165.0)	—
Long-term debt	2,822.2	—	84.0	—	2,906.2
Other long-term liabilities	220.4	118.2	5.3	—	343.9
Total liabilities	6,593.3	2,896.8	885.2	(6,165.0)	4,210.3
Stockholder’s deficiency	(1,075.9)	943.9	671.6	(1,629.0)	(1,089.4)
Total liabilities and stockholder’s deficiency	$ 5,517.4	$ 3,840.7	$ 1,556.8	$ (7,794.0)	$ 3,120.9

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation and Subsidiaries Condensed Consolidating Balance Sheets

As of December 31, 2018

	Products Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS					
Cash and cash equivalents	$ 7.3	$ 6.6	$ 73.4	$ —	$ 87.3
Trade receivables, less allowances for doubtful accounts	89.7	103.5	238.1	—	431.3
Inventories	150.7	196.5	176.0	—	523.2
Prepaid expenses and other	214.7	25.0	60.0	—	299.7
Intercompany receivables	2,225.4	2,177.2	266.1	(4,668.7)	—
Investment in subsidiaries	1,627.4	30.4	—	(1,657.8)	—
Property, plant and equipment, net	197.1	57.5	99.9	—	354.5
Deferred income taxes	105.9	(6.9)	15.8	—	114.8
Goodwill	159.9	263.9	250.1	—	673.9
Intangible assets, net	21.2	412.2	98.6	—	532.0
Other assets	71.8	23.4	35.6	—	130.8
Total assets	$ 4,871.1	$ 3,289.3	$ 1,313.6	$ (6,326.5)	$ 3,147.5
LIABILITIES AND STOCKHOLDER'S DEFICIENCY					
Short-term borrowings	$ —	$ —	$ 9.3	$ —	$ 9.3
Current portion of long-term debt	348.0	—	0.1	—	348.1
Accounts payable	148.8	88.6	94.7	—	332.1
Accrued expenses and other	152.6	87.0	195.1	—	434.7
Intercompany payables	2,226.8	2,028.9	413.0	(4,668.7)	—
Long-term debt	2,644.6	—	83.1	—	2,727.7
Other long-term liabilities	153.4	11.2	64.1	—	228.7
Total liabilities	5,674.2	2,215.7	859.4	(4,668.7)	4,080.6
Stockholder's deficiency	(803.1)	1,073.6	454.2	(1,657.8)	(933.1)
Total liabilities and stockholder's deficiency	$ 4,871.1	$ 3,289.3	$ 1,313.6	$ (6,326.5)	$ 3,147.5

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation and Subsidiaries Condensed Consolidating Statement of Operations and Comprehensive (Loss) Income

Year Ended December 31, 2019	Products Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net Sales	$ 590.1	$ 622.1	$ 1,210.8	$ (3.4)	$ 2,419.6
Cost of sales	282.6	306.5	466.5	(3.4)	1,052.2
Gross profit	307.5	315.6	744.3	—	1,367.4
Selling, general and administrative expenses	430.6	331.9	546.2	—	1,308.7
Acquisition, integration and divestiture costs	0.7	0.1	3.1	—	3.9
Restructuring charges and other, net	3.3	4.0	5.5	—	12.8
Gain on divested assets	—	—	(26.6)	—	(26.6)
Operating (loss) income	(127.1)	(20.4)	216.1	—	68.6
Other (income) expense:					
Intercompany interest, net	(4.3)	2.6	1.7	—	—
Interest expense	189.5	—	7.1	—	196.6
Amortization of debt issuance costs	14.6	—	—	—	14.6
Foreign currency losses, net	(0.6)	(1.2)	(0.1)	—	(1.9)
Miscellaneous, net	(31.6)	(36.3)	84.3	—	16.4
Other expense (income), net	167.6	(34.9)	93.0	—	225.7
(Loss) income from continuing operations before income taxes	(294.7)	14.5	123.1	—	(157.1)
(Benefit from) provision for income taxes	(55.6)	40.8	16.4	—	1.6
(Loss) income from continuing operations, net of taxes	(239.1)	(26.3)	106.7	—	(158.7)
Income from discontinued operations, net of taxes	—	—	7.5	—	7.5
Equity in loss (income) of subsidiaries	144.5	19.0	—	(163.5)	—
Net (loss) income	$ (94.6)	$ (7.3)	$ 114.2	$ (163.5)	$ (151.2)
Other comprehensive (loss) income	(13.3)	(6.9)	1.3	5.7	(13.2)
Total comprehensive (loss) income	$ (107.9)	$ (14.2)	$ 115.5	$ (157.8)	$ (164.4)

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation and Subsidiaries Condensed Consolidating Statement of Operations and Comprehensive (Loss) Income

	Year Ended December 31, 2018				
	Products Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Net Sales	$ 644.6	$ 707.1	$ 1,213.4	$ (0.6)	$ 2,564.5
Cost of sales	300.9	343.6	473.1	(0.6)	1,117.0
Gross profit	343.7	363.5	740.3	—	1,447.5
Selling, general and administrative expenses	441.0	421.5	591.7	—	1,454.2
Acquisition, integration and divestiture costs	8.5	1.6	3.8	—	13.9
Restructuring charges and other, net	5.2	3.1	11.9	—	20.2
Impairment charges	18.0	—	—		18.0
Loss on divested assets	20.1	—	—	—	20.1
Operating (loss) income	(149.1)	(62.7)	132.9	—	(78.9)
Other (income) expenses:					
Intercompany interest, net	(7.0)	2.5	4.5	—	—
Interest expense	172.7	—	3.9	—	176.6
Amortization of debt issuance costs	13.0	—	—	—	13.0
Foreign currency losses, net	3.5	0.6	11.7	—	15.8
Miscellaneous, net	(44.4)	(45.3)	91.0	—	1.3
Other expense (income), net	137.8	(42.2)	111.1	—	206.7
(Loss) income from continuing operations before income taxes	(286.9)	(20.5)	21.8	—	(285.6)
(Benefit from) provision for income taxes	(10.4)	7.3	6.5	—	3.4
(Loss) income from continuing operations, net of taxes	(276.5)	(27.8)	15.3	—	(289.0)
Loss from discontinued operations, net of taxes	—	—	(0.1)	—	(0.1)
Equity in (income) loss of subsidiaries	(12.6)	(6.6)	—	19.2	—
Net (loss) income	$ (289.1)	$ (34.4)	$ 15.2	$ 19.2	$ (289.1)
Other comprehensive (loss) income	(5.8)	(1.0)	(12.8)	13.8	(5.8)
Total comprehensive (loss) income	$ (294.9)	$ (35.4)	$ 2.4	$ 33.0	$ (294.9)

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation and Subsidiaries Condensed Consolidating Statements of Cash Flows

	Year Ended December 31, 2019				
	Products Corporation	**Guarantor Subsidiaries**	**Non-Guarantor Subsidiaries**	**Eliminations**	**Consolidated**
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net cash (used in) provided by operating activities	$ (83.9)	$ 1.9	$ 13.7	$ —	$ (68.3)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Net cash (used in) provided by investing activities	(17.1)	(2.0)	21.2	—	2.1
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net decrease in short-term borrowings and overdraft	(7.1)	(3.7)	(6.5)	—	(17.3)
Repayments under the Amended 2016 Revolving Credit Facility	(62.6)	—	—	—	(62.6)
Net borrowings under the 2019 Term Loan Facility	200.0	—	—	—	200.0
Repayments under the 2016 Term Loan Facility	(18.0)	—	—	—	(18.0)
Payment of financing costs	(15.3)	—	—	—	(15.3)
Tax withholdings related to net share settlements of restricted stock units and awards	(1.6)	—	—	—	(1.6)
Other financing activities	(0.6)	(0.1)	(0.2)	—	(0.9)
Net cash provided by (used in) financing activities	94.8	(3.8)	(6.7)	—	84.3
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	3.7	(4.8)	—	(1.1)
Net (decrease) increase in cash, cash equivalents and restricted cash	(6.3)	(0.2)	23.6	—	17.0
Cash, cash equivalents and restricted cash at beginning of period	$ 7.3	$ 6.6	$ 73.6	$ —	$ 87.5
Cash, cash equivalents and restricted cash at end of period	$ 1.0	$ 6.4	$ 97.2	$ —	$ 104.5

(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Products Corporation and Subsidiaries Condensed Consolidating Statements of Cash Flows

	Year Ended December 31, 2018				
	Products Corporation	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
CASH FLOWS FROM OPERATING ACTIVITIES:					
Net cash used in operating activities	$ (102.3)	$ (0.7)	$ (67.8)	$ —	$ (170.8)
CASH FLOWS FROM INVESTING ACTIVITIES:					
Net cash used in investing activities	(35.0)	(5.3)	(16.9)	—	(57.2)
CASH FLOWS FROM FINANCING ACTIVITIES:					
Net (decrease) increase in short-term borrowings and overdraft	(5.5)	7.0	(2.6)	—	(1.1)
Net borrowings under the Amended 2016 Revolving Credit Facility	178.0	—	—	—	178.0
Repayments under the 2016 Term Loan Facility	(18.0)	—	—	—	(18.0)
Net Borrowings under the 2018 Foreign Asset-Based Term Loan	—	—	88.9		88.9
Payments of financing costs	(5.4)	—	(4.3)	—	(9.7)
Tax withholdings related to net share settlements of restricted stock units and awards	(3.6)	—	—	—	(3.6)
Other financing activities	(1.2)	—	(0.2)	—	(1.4)
Net cash provided by financing activities	144.3	7.0	81.8	—	233.1
Effect of exchange rate changes on cash, cash equivalents and restricted cash	—	0.3	(5.3)	—	(5.0)
Net increase (decrease) in cash, cash equivalents and restricted cash	7.0	1.3	(8.2)	—	0.1
Cash, cash equivalents and restricted cash at beginning of period	$ 0.3	$ 5.3	$ 81.8	$ —	87.4
Cash, cash equivalents and restricted cash at end of period	$ 7.3	$ 6.6	$ 73.6	$ —	$ 87.5

22. SUBSEQUENT EVENTS

2020 Refinancing Transactions

Committed Debt Financing

On March 9, 2020, Products Corporation entered into a binding commitment letter (the "Commitment Letter") with Jefferies Finance LLC (the "Commitment Party"). Pursuant to the Commitment Letter and subject to the terms and conditions set forth therein, the Commitment Party has committed to provide senior secured term loan facilities in an aggregate principal amount of up to $850,000,000 (the "Facilities" and the "2020 Refinancing Transactions").

The proceeds of the Facilities will be used (i) to repay in full indebtedness outstanding under Products Corporation's 5.75% Senior Notes due February 2021 and Products Corporation's Term Credit Agreement (the "2019 Term Loan Facility") dated as of August 6, 2019 (the "Refinancing"), (ii) to pay fees and expenses in connection with the Facilities and the Refinancing and (iii) to the extent of any excess, for general corporate purposes.

The funding of the Facilities is contingent on the satisfaction of a limited number of customary conditions, including the execution of definitive loan documentation for the Facilities, absence of material adverse change and certain other customary conditions. The commitments under the Commitment Letter will be available to the Company until June 30, 2020, unless the Refinancing (as defined below) is consummated or the maturity of certain other material indebtedness of Products Corporation is accelerated prior to such date.

Principal and Maturity: The Facilities will consist of (i) a senior secured term loan facility in a principal amount of up to $300,000,000 (the "Brandco Facility") and (ii) a senior secured term loan facility in a principal amount of up to $550,000,000 (the "Specified Brands Facility"). Jefferies Finance LLC will act as administrative agent and collateral agent in respect of the Facilities.

The Facilities will mature on the fifth anniversary of the closing date of the Facilities (the "Closing Date"), subject to a springing maturity 91 days prior to the maturity date of Products Corporation's 6.25% Senior Notes due 2024 (the "2024 Notes") if, on such date, $100,000,000 or more in aggregate principal amount of the 2024 Notes remains outstanding.

Borrowers, Guarantees and Security:

Brandco Facility. The borrower under the Brandco Facility will be Products Corporation, and the Brandco Facility will be guaranteed by certain indirect foreign subsidiaries of Products Corporation (the "Brandcos"), whose direct and indirect subsidiaries (the "Specified Brands Subsidiaries") will be "Unrestricted Subsidiaries" for purposes of the existing debt agreements of Products Corporation and will hold various intellectual property assets related to the Elizabeth Arden and American Crew brands and certain other portfolio brands (the "Specified Brand Assets"). The Brandcos will not guarantee Products Corporation's Term Credit Agreement dated as of September 7, 2016 and amended to date (as amended to date, the "2016 Term Loan Facility"), but all guarantors of the 2016 Term Loan Facility will guarantee the Brandco Facility. All of the assets of the Brandcos (including the equity of the first-tier Specified Brands Subsidiary) will be pledged to secure the Brandco Facility on a first-priority basis and will not secure the 2016 Term Loan Facility, but the Brandco Facility will be secured on a pari passu basis by the assets securing the 2016 Term Loan Facility.

Specified Brands Facility. The borrower of the Specified Brands Facility will be a Specified Brands Subsidiary that is an indirect subsidiary of the Brandcos (the "Specified Brands Borrower"). The Specified Brands Facility will be guaranteed by the direct parent of the Specified Brands Borrower and each of the subsidiaries of the Specified Brands Borrower. The Specified Brands Facility will be secured by substantially all of the assets of the Specified Brands Borrower and the other Specified Brands Subsidiaries, which will include the Specified Brand Assets.

Contribution and License Agreements: In connection with the pledge of the Specified Brand Assets, Products Corporation will enter into intercompany arrangements pursuant to which the Specified Brand Assets will be contributed to the Specified Brand Subsidiaries. Products Corporation and/or its operating subsidiaries will enter into license and royalty arrangements on arm's length terms with the relevant Specified Brand Subsidiary to provide for their continued use of the Specified Brand Assets during the term of the Facilities.

Interest and Fees: Interest will accrue on the Facilities at a rate per annum of adjusted LIBOR plus a fixed margin. Products Corporation is also obligated to pay customary fees and expenses in connection with the Facilities.

Affirmative and Negative Covenants: The Facilities will contain certain affirmative and negative covenants that, among other things, limit the Restricted Group's (as defined below) ability to: (i) incur additional debt; (ii) incur liens; (iii) sell, transfer or dispose of assets; (iv) make investments; (v) make dividends and distributions on, or repurchases of, equity; (vi) make prepayments of contractually subordinated or junior lien debt; (vii) enter into certain transactions with their affiliates; (viii) enter into sale-leaseback transactions; (ix) change their lines of business; (x) restrict dividends from their subsidiaries or restrict liens; (xi) change their fiscal year; and (xii) modify the terms of certain debt. The "Restricted Group" means (a) with respect to the Brandco Facility, Products Corporation and its restricted subsidiaries under the Brandco Facility and (b) with respect to the Specified Brands Facility, the Specified Brands Subsidiaries.

Prepayments: The Facilities will be subject to certain mandatory prepayments, including from the net proceeds from the issuance of certain additional debt and asset sale proceeds of certain non-ordinary course asset sales or other dispositions of property, subject to certain exceptions. The Facilities may be repaid at any time, subject to customary prepayment premiums.

The Facilities will also contain certain customary representations, warranties and events of default.

Revlon 2020 Restructuring Program (Unaudited)

Building upon its previously-announced 2018 Optimization Program, in March 2020 the Company announced that it is implementing a worldwide organizational restructuring (the "Revlon 2020 Restructuring Program") designed to reduce the Company's selling, general and administrative expenses, as well as cost of goods sold, improve the Company's gross profit and Adjusted EBITDA and maximize productivity, cash flow and liquidity. The Revlon 2020 Restructuring Program includes rightsizing the organization and operating with more efficient workflows and processes. The leaner organizational structure is also expected to improve communication flow and cross-functional collaboration, leveraging the more efficient business processes.

As a result of the Revlon 2020 Restructuring Program, the Company expects to eliminate approximately 1,000 positions worldwide, including approximately 650 current employees and approximately 350 open positions. In March 2020, the Company began informing certain employees that will be affected by the Revlon 2020 Restructuring Program. While certain aspects of the Revlon 2020 Restructuring Program may be subject to consultations with employees, works councils, unions and/or governmental authorities, the Company currently expects to substantially complete the employee-related actions by the end of 2020 and the other consolidation and outsourcing actions during 2021 and 2022.

In connection with implementing the Revlon 2020 Restructuring Program, the Company expects to recognize during 2020 approximately $55 million to $65 million of total pre-tax restructuring and related charges (the "2020 Restructuring Charges"), consisting primarily of employee-related costs, such as severance, retention and other contractual termination benefits. In addition the Company expects, restructuring charges in the range of $65 million to $75 million to be charged and paid in the period of 2021 to 2022. The Company expects that substantially all of these restructuring charges will be paid in cash, with approximately $55 million to $65 million of the total charges expected to be paid in 2020, approximately $40 million to $45 million expected to be paid in 2021, with the balance expected to be paid in 2022.

As a result of the Revlon 2020 Restructuring Program, the Company expects to deliver in the range of $200 million to $230 million of annualized cost reductions by the end of 2022, with approximately 60% of these annualized cost reductions to be realized from the headcount reductions occurring in 2020. During 2020, the Company expects to realize approximately $105 million to $115 million of in-year cost reductions.

Item 16. Form 10-K Summary

None.

S I G N A T U R E S

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: March 12, 2020

Revlon, Inc.
(Registrant)

By: /s/ Debra Perelman	By: /s/ Victoria Dolan	By: /s/ Pamela Bucher
Debra Perelman President, Chief Executive Officer & Director	Victoria Dolan Chief Financial Officer	Pamela Bucher Vice President, Chief Accounting Officer & Controller

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of Revlon, Inc. on March 12, 2020 and in the capacities indicated.

Signature	Title
* (Ronald O. Perelman)	Chairman of the Board and Director
* (Nicole A. Avant)	Director
* (E. Scott Beattie)	Vice Chairman of the Board and Director
* (Alan S. Bernikow)	Director
* (Kristin Dolan)	Director
* (Mitra Hormozi)	Director
* (Ceci Kurzman)	Director
* (Victor Nichols)	Director
* (Debra G. Perelman)	President, Chief Executive Officer and Director
* (Paul Savas)	Director
* (Barry F. Schwartz)	Director
* (Jonathan Schwartz)	Director
* (Cristiana Falcone Sorrell)	Director

* Michael T. Sheehan, by signing his name hereto, does hereby sign this report on behalf of the directors of the registrant above whose typed names asterisks appear, pursuant to powers of attorney duly executed by such directors and filed with the Securities and Exchange Commission.

By: /s/ Michael T. Sheehan
Michael T. Sheehan
Attorney-in-fact

Revlon Consumer Products Corporation
(Registrant)

By: /s/ Debra Perelman	By: /s/ Victoria Dolan	By: /s/ Pamela Bucher
Debra Perelman President, Chief Executive Officer & Director	Victoria Dolan Chief Financial Officer	Pamela Bucher Vice President, Chief Accounting Officer & Controller

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of Revlon Consumer Products Corporation on March 12, 2020 and in the capacities indicated.

Signature	Title
* (Ronald O. Perelman)	Chairman of the Board and Director
* (Alan S. Bernikow)	Director
* (Ceci Kurzman)	Director
* (Debra G. Perelman)	President, Chief Executive Officer and Director
* (Barry F. Schwartz)	Director
* (Jonathan Schwartz)	Director

* Michael T. Sheehan, by signing his name hereto, does hereby sign this report on behalf of the directors of the registrant above whose typed names asterisks appear, pursuant to powers of attorney duly executed by such directors and filed with the Securities and Exchange Commission.

By: /s/ Michael T. Sheehan
Michael T. Sheehan
Attorney-in-fact

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The following description of Revlon, Inc.'s capital stock is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to Revlon, Inc.'s Restated Certificate of Incorporation (as amended, supplemented and/or restated to date, the "Certificate of Incorporation") and the Amended and Restated By-Laws of Revlon, Inc. (as amended, supplemented and/or restated to date, the "By-Laws"), each of which are incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this Exhibit 4.38 is a part. We encourage you to read our Certificate of Incorporation and our By-Laws.

General

As of December 31, 2019, Revlon, Inc. ("Revlon" or the "Company") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): Revlon's Class A Common Stock, with a par value of $0.01 per share (Revlon's "Class A Common Stock"). Revlon's Class A Common Stock is listed on the New York Stock Exchange under the symbol "REV."

Authorized Capital Shares

Revlon's authorized capital stock consist of 1,150,000,000 shares, of which: (i) 900,000,000 shares are authorized shares of Class A Common Stock; (ii) 200,000,000 shares are authorized shares of Class B Common Stock, with a par value of $0.01 per share (Revlon's "Class B Common Stock" and, together with Class A Common Stock, the "Common Stock"); and (iii) 50,000,000 shares are authorized shares of Preferred Stock, with a par value of $0.01 per share (Revlon's "Preferred Stock"). As of December 31, 2019, there were issued and outstanding: (i) 53,069,832 shares of Class A Common Stock; (ii) no shares of Class B Common Stock; and (iii) no shares of Preferred Stock.

Voting Rights

At each annual or special meeting of stockholders, in the case of any written consent of stockholders in lieu of a meeting and for all other purposes, each holder of record of shares of Class A Common Stock on the relevant record date is entitled to 1 vote for each share of Class A Common Stock, and each holder of record of Class B Common Stock on the relevant record date is entitled to 10 votes for each share of Class B Common Stock. Except as required by applicable law and subject to the rights of the holders of any Preferred Stock that may be issued from time to time, the holders of shares of Class A Common Stock and of shares of Class B Common Stock shall vote as a single class on all matters presented to Revlon's stockholders for their vote or approval. Holders of shares of Common Stock do not have cumulative voting rights.

Exhibit 4.38

Dividend Rights

Subject to the rights of the holders of any Preferred Stock that may be issued from time to time, holders of shares of Class A Common Stock and shares of Class B Common Stock are entitled to receive dividends and other distributions in cash, stock or property as may be declared by the Company's Board of Directors (the "Board") out of assets or funds legally available for that purpose, in an equal amount per share.

Liquidation Rights

In the event of any liquidation, dissolution or winding up (either voluntary or involuntary) of the Company, the holders of shares of Class A Common Stock and the holders of shares of Class B Common Stock are entitled to receive the assets and funds available for distribution, after payments to creditors and to the holders of any Preferred Stock that may at the time be outstanding, in proportion to the number of shares held by them, respectively, without regard to class.

Other Rights

The Class A Common Stock has no sinking fund or redemption provisions or conversion, preemptive or subscription rights.

Anti-Takeover

The authorized but unissued shares of Revlon's Common Stock will be available for future issuance without stockholder approval. In addition, Revlon's Board may authorize, without stockholder approval, the issuance of authorized but unissued Preferred Stock with voting rights or other rights or preferences designated from time to time by Revlon's Board. The existence of authorized but unissued shares of Revlon Common Stock or Preferred Stock may enable Revlon's Board to render more difficult or to discourage an attempt to obtain control of Revlon by means of a merger, tender offer, proxy contest or otherwise.

EXECUTION COPY

This EMPLOYMENT AGREEMENT (this "Agreement"), dated as of December 16, 2019 (the "Execution Date"), is entered into by and between REVLON CONSUMER PRODUCTS CORPORATION, a Delaware corporation ("RCPC" and, together with its parent Revlon, Inc. ("Revlon") and its subsidiaries, the "Company"), and SERGIO PEDREIRO (the "Executive").

WHEREAS, effective with a target start date of January 8, 2020, or as soon thereafter as possible, but by no later than February 20, 2020 (the "Effective Date"), RCPC wishes to employ the Executive, and the Executive wishes to accept employment with the Company, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, RCPC and the Executive hereby agree as follows:

1. Employment, Duties and Acceptance.

1.1 Employment, Duties. Effective as of the Effective Date, RCPC hereby employs the Executive for the Term (as defined in Section 2) to render exclusive and full-time services to the Company in the capacity of Chief Operating Officer of Revlon and RCPC, with such duties and responsibilities consistent with such position (including service as a director of the Company or director or officer of any subsidiary of the Company if so elected) as may be assigned to the Executive from time to time by the Company's Chief Executive Officer (the "CEO"). During the Term, the Executive's title shall be Chief Operating Officer of Revlon and RCPC, with such additional title(s) consistent with the Executive's duties from time to time as may be designated by the Company. The Executive agrees to serve as a member of the Executive Leadership Team or such other committee of the Company's most senior executives as may succeed the Executive Leadership Team from time to time and report to the CEO or the successor to such position.

1.2 Acceptance. The Executive hereby accepts employment under, and agrees to render the services described in, this Agreement. During the Term, the Executive agrees to serve the Company faithfully and to devote the Executive's entire business time, energy and skill to such employment, and to use the Executive's best efforts, skill and ability to promote the Company's interests. Notwithstanding the foregoing, the Executive may continue to manage his personal finances, engage in charitable activities and professional development activities and, with the prior approval of the CEO, serve on the Board of a company provided none of the foregoing, individually or taken together, distract from or interfere with the Executive's performance of his responsibilities under this Agreement.

1.3 Location. The duties to be performed by the Executive hereunder shall be performed primarily at the Company's principal office in the New York City metropolitan area, subject to reasonable travel requirements consistent with the nature of the Executive's duties from time to time on behalf of the Company.

1.4 Representations.

a. As an inducement for the Company to enter into this Agreement, the Executive hereby represents and warrants to the Company that: (i) the Executive is not a party to any contract, agreement or understanding which prevents, prohibits or limits the Executive in any way from entering into and fully performing the Executive's obligations under this Agreement and any duties and responsibilities that may be assigned to the Executive hereunder; and (ii) in negotiating this Agreement, the Executive and his representatives provided the Company with materially complete and accurate information about his compensation from his prior employer and the value of any deferred compensation, benefits or other consideration (whether attributable to termination, resignation, retirement or otherwise) that he has forfeited or is forfeiting as a result of ceasing his current employment and joining the Company. These representations and warranties shall survive during the Term of this Agreement and thereafter.

b. The Company represents and warrants to the Executive (x) that it has been fully authorized, by any person or body whose authorization is required, to enter into, and carry out the terms of, this Agreement and (y) that no law, regulation, order, judgment, decree or Company plan or arrangement restricts it from entering into, and carrying out the term of, this Agreement.

2 Term of Employment. The term of the Executive's employment under this Agreement shall commence on the Effective Date and shall continue on an at-will basis until terminated by either party pursuant to Section 4 (the "Term").

3 Compensation; Benefits.

3.1. Salary. The Company agrees to pay the Executive during the Term a base salary, payable bi-weekly, at the annual rate of not less than $820,000 (such annualized base salary, as in effect from time to time, the "Base Salary"). All payments of Base Salary or other compensation hereunder shall be less such deductions or withholdings as are required by applicable law and regulations. The Executive will be considered for merit increases in connection with the Executive's performance evaluations, which are performed in accordance with the Company's salary administration policies and procedures (which generally occur annually). In the event that RCPC, in its sole discretion, from time to time determines to increase the Base Salary, such increased amount shall, from and after the effective date of the increase, constitute "Base Salary" for purposes of this Agreement.

3.2. Incentive Compensation.

3.3. Annual Bonus. The Executive shall be eligible to participate in the Company's annual bonus programs as shall be in effect from time to time (the "Bonus Programs"), to the extent implemented under the Revlon Executive Incentive Compensation Plan or such successor plan as shall be in effect from time to time (the "Incentive Compensation Plan"), with a target bonus of 100% of Base Salary, and with the amount actually paid based on the degree to which performance objectives set by the Compensation Committee or its designee are achieved, subject to the terms and conditions of such Bonus Programs and the Incentive Compensation Plan. In the event that the Executive's employment shall terminate pursuant to Section 4.4 during any calendar year, the Executive's bonus with respect to the year during which such termination occurs shall be pro-rated (the "Pro-Rated Bonus") for the actual number of days of active employment during such year and such Pro-Rated Bonus shall be payable (i) if and to the extent bonuses are payable to other executives under the Bonus Programs for that year based upon achievement of the objectives set for that year and not including any discretionary bonus amounts which may otherwise be payable to other executives despite non-achievement of bonus objectives for such year, and (ii) on the date bonuses would otherwise be payable to executives under the Bonus Programs, but no later than March 15th of the year following the year to which the bonus relates. Notwithstanding anything herein or contained in the Bonus Programs and/or the Incentive Compensation Plan to the contrary, in the event that the Executive's employment shall terminate pursuant to Section 4.4 during any calendar year, the Executive shall also be entitled to receive the Executive's bonus (if not already paid) with respect to the year immediately preceding the year of termination (if bonuses with respect to such year are payable to other executives based upon achievement of bonus objectives, and not based upon discretionary amounts which may be paid to other executives despite non-achievement of bonus objectives) as and when such bonuses would otherwise be payable to executives under the Bonus Programs despite the fact that the Executive may not be actively employed on such date of payment (the "Prior Year Bonus"). Notwithstanding anything to the contrary contained herein, for the year ending December 31, 2020, the Executive's annual bonus opportunity shall be targeted at 100% of the Executive's Base Salary (without proration); provided, that (i) in no event will the bonus awarded thereunder be less than 100% of the Executive's Base Salary ($820,000), and (ii) it shall be payable at the same time as other executives' bonuses are paid, but no later than March 15, 2021 (the "2020 Guaranteed Bonus"), provided that Executive remains employed through the payment date, unless this Agreement is terminated pursuant to Sections 4.1, 4.2 or 4.4.

i. Long-Term Incentive Program ("LTIP"). During the Executive's period of employment with the Company in this position, the Executive shall be eligible to participate each year in the Company's LTIP Program and receive a long-term incentive award (the "LTIP Award"), under the applicable plan governing such award (the "Applicable Plan"), which in the case of cash-based awards are issued under the Incentive Compensation Plan and, in the case of stock-based awards, are issued under the Fourth Amended and Restated Revlon, Inc. Stock Plan, as amended, or such successor plan as shall be in effect from time to time (the "Stock Plan"), subject annually to Compensation Committee determination and approval and the terms of the Applicable Plan and the applicable LTIP terms adopted by the Compensation Committee, each in its discretion; provided that the Executive will be entitled to a 2020 LTIP Award with a total target value of $2,200,000 (the "2020 LTIP Award"), which may be payable in cash or stock, subject to the terms of the applicable LTIP Program and the Applicable Plan, including, without limitation, that the Executive must remain actively employed through the applicable LTIP performance period and until the LTIP is paid. Notwithstanding anything herein to the contrary, in the event that the Executive's employment terminates pursuant to Section 4.4, with respect to the restricted stock units or other awards granted to the Executive under his 2020 LTIP, the Executive shall be entitled to receive the shares (or other forms of award) that would vest on the vesting date that immediately follows such termination date (with any performance-based portion in respect of such 2020 LTIP Award being based upon achievement of applicable objectives, and not based upon discretionary amounts which may be paid to other executives despite non-achievement of objectives) (the "Final 2020 LTIP Award Tranche") and all subsequent outstanding unvested tranches of the Executive's 2020 LTIP Award and other LTIP Awards shall be cancelled and forfeited.

a. Business Expenses. RCPC shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive during the Term in the performance of the Executive's services under this Agreement, subject to and in accordance with the Revlon Travel and Entertainment Policy as in effect from time to time, or such policy or policies, if any, as may succeed it.

b. Vacation. During each calendar year of the Term, the Executive shall be entitled to a vacation period or periods in accordance with the vacation policy of the Company as in effect from time to time (currently, this provides for 20 days of vacation plus 4 floating holidays per annum).

c. Benefits. During the Term, the Executive shall be entitled to participate in those qualified and non-qualified defined benefit, defined contribution, group life insurance, medical, dental, disability and other benefit plans and programs of the Company as from time to time in effect (or their successors) generally made available to other senior executives of the Company of the Executive's level generally and in such other plans and programs and in such perquisites, as from time to time in effect, as may be generally made available to senior executives of the Company's leadership team. The Company shall afford Executive an annual tax preparation and financial counseling allowance in the amount of $10,000 gross per annum, less applicable and lawful withholdings and deductions, subject to the applicable tax preparation and financial counseling policy as in effect from time to time, or its successor plan(s). In addition, the Company shall afford Executive an annual car allowance in the amount of $24,000 gross per annum, less applicable and lawful withholdings and deductions, subject to the applicable car policy, as may be in effect from time to time, or its successor plan(s).

d. Sign-on Bonus. Executive shall receive a one-time sign-on bonus of $780,000 (the "Sign-On Bonus") payable in two equal installments of $390,000 (less required withholdings and deductions). The first installment shall be payable to the Executive in the first regular payroll cycle following the Effective Date of this Agreement, and the second installment shall be payable in the first regular payroll cycle following May 4, 2020, provided that the Executive remains actively employed with the Company as of the applicable payment date. If, within 24 months of the Effective Date, Executive's employment terminates pursuant to Section 4.3 or 4.5, Executive agrees that he will repay to RCPC the full amount of the Sign-On Bonus paid to him, but on a net after-tax basis, no later than 10 days following the Termination Date (as defined below). Executive voluntarily agrees that a portion of his final paycheck and any other amounts then owned by the Company to the Executive may be withheld as partial or full repayment of any monies owed by Executive to RCPC, to the fullest extent allowed by applicable law.

e. Legal Fees. The Company agrees to pay or reimburse Executive for, all legal fees reasonably incurred by the Executive in connection with negotiating the terms of this Agreement and related documents, up to $20,000, with any payment or reimbursement due within 30 days after the Company's receipt of an invoice accompanied by customary supporting documentation.

f. Internal Revenue Code Section 409A. Section 409A of the Code (as defined in this Section 3.8, below) and/or its related rules and regulations ("Section 409A"), imposes additional taxes and interest on compensation or benefits deferred under certain "non-qualified deferred compensation plans" (as defined under the Code). These plans may include, among others, non-qualified retirement plans, bonus plans, stock option plans, employment agreements and severance agreements. It is the intent of the parties that the payments and benefits under this Agreement comply with or be exempt from Section 409A and, accordingly, this Agreement shall be interpreted consistent with such intent. The Company reserves the right to provide compensation or benefits under any such plan in amounts, at times and in a manner that minimizes taxes, interest or penalties as a result of Section 409A, including any required withholdings, and the Executive agrees to cooperate with the Company in such actions. Specifically, and without limitation of the previous sentence, if the Executive is a "specified employee," as such term is defined under Section 409A (generally, one of the Company's top 50 highest paid officers), to the extent required to comply with Section 409A, the Company will not make any payments to the Executive under this Agreement upon a "separation from service," as such term is defined under Section 409A, that constitute "deferred compensation" subject to Section 409A until 6 months and one day after the date of the Executive's separation from service or, if earlier, the date of the Executive's death. Upon expiration of the 6 months and one day period, or, if earlier, the date of the Executive's death, the Company shall make a payment to the Executive (or his beneficiary or estate, if applicable) equal to the sum of all payments that would have been paid to the Executive from the date of separation from service had the Executive not been a "specified employee" through the end of the 6 month and one day period or the date of death (whichever is earlier), and thereafter the Company will make all the payments at the times specified in this Agreement or applicable policy, as the case may be. In addition, the Company and the Executive agree that the Executive shall have no duties after the date that his employment under this Agreement terminates (the "Termination Date") that are inconsistent with his having had a "separation from service" on or before that date for purposes of Section 409A. For purposes of this Section 3.8, the right to a series of installment payments, such as salary continuation or severance payments, shall be treated as the right to a series of separate payments and shall not be treated as a right to a single payment. Any in-kind benefits or reimbursements provided under this Agreement that constitute deferred compensation subject to Section 409A shall be subject to the following: (i) any such in-kind benefit or payment reimbursement provided during one calendar year shall not affect the amount of such in-kind benefit or reimbursement provided during a subsequent calendar year; (ii) such in-kind benefit or reimbursement may not be exchanged or substituted for other forms of compensation to the Executive; and (iii) reimbursement payments shall be made to the Executive no later than the last day of the taxable year following the year in which the reimbursed expense is incurred. For purposes of this Agreement, the term "Code" shall mean the Internal Revenue Code of 1986, as amended, including all final regulations promulgated thereunder, and any reference to a particular section of the Code shall include any provision that modifies, replaces or supersedes such section.

3.4. Termination.

a. Death. If the Executive shall die during the Term, the Term shall terminate and such termination shall be considered a termination "Without Cause" and no further amounts or benefits shall be payable hereunder, other than (i) pursuant to life insurance provided under Section 3.5; and (ii) the payments set forth in Section 4.4 below (other than Section 4.4.1(e)). Except as provided in this Section 4.1, the Company shall have no further compensation obligation to the Executive or the Executive's heirs hereunder in the event of the Executive's death. Subject to the terms of this Agreement and the applicable policy, the Executive's right to indemnification and coverage under Directors and Officers insurance shall survive termination of employment.

b. Disability. If during the Term the Executive shall become physically or mentally disabled, whether totally or partially, such that the Executive has been unable to perform the Executive's services hereunder for: (i) a period of 6 consecutive months; or (ii) shorter periods aggregating 6 months during any 12-month period, RCPC may at any time after the last day of the 6 consecutive months of disability or the day on which the shorter periods of disability shall have equaled an aggregate of 6 months, by written notice to the Executive (but before the Executive has returned to active service following such disability), terminate the Term and no further amounts or benefits shall be payable hereunder other than for the payments set forth in Section 4.4 below. Except as provided in this Section 4.2, the Company shall have no further compensation obligation to the Executive hereunder in the event of such termination. Subject to the terms of this Agreement and the applicable policy, the Executive's right to indemnification and coverage under Directors and Officers insurance shall survive termination of employment.

c. Termination for Cause. The Company may at any time by written notice to the Executive terminate the Term for "Cause" and, upon such termination, the Executive shall be entitled to receive no further amounts or benefits hereunder, except for his Final Compensation (as defined below) as of the date of such notice and as required by law. As used herein the term "Cause" shall mean: (i) gross neglect by the Executive of the Executive's duties hereunder; (ii) conviction of the Executive of any felony; (iii) conviction of the Executive of any lesser crime or offense involving the property of the Company or any of its affiliates; (iv) willful misconduct by the Executive in connection with the performance of the Executive's duties hereunder or other material breach by the Executive of this Agreement (specifically including, without limitation, Section 1.4); (v) any breach of the Revlon Code of Conduct and Business Ethics, including, without limitation, the Code of Ethics for Senior Financial Officers, or the Non-Competition Agreement (as defined in Section 5.2); or (vi) any other conduct on the part of the Executive which would make the Executive's continued employment by the Company prejudicial in any material respect to the best interests of the Company. If and to the extent any occurrence of Cause is capable of cure in the good faith determination of the Company, the Company shall provide notice of same to the Executive, who shall then have 10 days to cure such event of Cause to the satisfaction of the Company, it being acknowledged and agreed that the Company's good faith determination as to whether a Cause event is subject to cure shall be final and binding upon the parties.

d. Company Breach; Other Termination. The Executive shall be entitled to terminate the Term and the Executive's employment if: (w) the Company materially breaches any of its obligations hereunder (a "Material Breach"); (x) the Executive provides notice to RCPC within 30 days of such breach; (y) the Company fails to reasonably cure such Material Breach in all material respects within 90 days of receiving such notice; and (z) the Executive resigns his employment within 30 days after the cure period expires; provided that: (i) Revlon no longer being a publicly traded entity shall not constitute a Material Breach; and (ii) an arms' length disposition of all, substantially all or a significant portion of the Company's assets shall not give rise to a claim of Material Breach by the Executive. In addition, RCPC shall be entitled to terminate the Term and the Executive's employment at any time and without prior notice (any such termination, a termination "Without Cause"). In consideration of the Executive's covenant in Section 5.2, upon termination under this Section 4.4 by the Executive, or in the event that RCPC so terminates the Term under this Section 4.4, the Executive shall have no affirmative duty to seek other employment to mitigate the payments provided below and RCPC agrees, and the Company's sole obligation arising from such termination shall be, for RCPC either:

i.(a) to pay the Executive his "Final Compensation," consisting of: (i) the Base Salary earned but not paid through the date of termination; (ii) any vacation time earned but not used through the date of termination; (iii) any business expenses incurred by the Executive but unreimbursed on the date of termination, provided that such expenses and required substantiation and documentation thereof are submitted within 90 days following termination and that such expenses are reimbursable under Company policy; and (iv) vested benefits as may be provided under the terms of any applicable Company plan or agreement;

(b) to make payments to the Executive in lieu of Base Salary in the amounts prescribed by Section 3.1 for a period of 12 months following the termination date (the "Severance Period");

(c) to pay the Executive the unpaid portion of any Prior Year Bonus, 2020 Guaranteed Bonus and the Pro-Rated Bonus (without duplication of any such bonus payments), each as contemplated by Section 3.2.1;

(d) to pay the Executive the Final 2020 LTIP Award Tranche, as contemplated by Section 3.2.2; and

(e) to continue the Executive's participation in the medical, dental and vision plans of the Company in which the Executive was then participating as of the date of termination pursuant to Section 3.5 (in each case less amounts required by law, including COBRA, to be withheld) through the Severance Period, provided that: (1) such benefit continuation is subject to the terms of such plans and applicable law, including COBRA; and (2) the Executive may continue participation in the Company's medical, dental and vision benefit programs by continuing to pay premiums to the Company at the contribution level in effect for active employees until the earliest to occur of: (i) the end of the Severance Period; (ii) the expiration of the maximum period for continuation coverage permissible under applicable federal law for which the Executive would be eligible; or (iii) when the Executive becomes covered by medical, dental and/or vision plans of another employer or becomes eligible for Medicare (or similar governmentally-sponsored benefit).

Any bonus payments required pursuant to this Section 4.4.1 shall be payable as and when bonuses would otherwise be payable to executives under the Bonus Program as then in effect. As a condition to receiving the payments and benefits under this Section 4.4, the Executive shall, as a condition, execute such release, confidentiality, non-competition (consistent in all respects with the Non-Competition Agreement (as defined in Section 5.2 below)) and other covenants as would be required in order for the Executive to receive payments and benefits under the Executive Severance Plan that is applicable to the Executive referred to in Section 4.4.2 below. The Company's obligations pursuant to this Section 4.4 shall not be subject to the Executive's duty to mitigate damages by seeking other employment; provided, however, that in the event that the Executive shall earn compensation in respect of the Severance Period (even if paid thereafter) from other employment or consultancy during such period (other than compensation earned by the Executive in respect of board service), such compensation shall reduce dollar-for-dollar any amount of payments payable to the Executive under this Section 4.4; provided, that compensation that may offset such payments shall not include standard fees for serving as a member of a board of directors or a committee thereof so long as such income is not being delayed or paid in a manner that is intended to circumvent or manipulate this offset provision. The Executive is required to notify the Company immediately if he begins new employment or provides consulting or advisory services (including Board service) during the Severance Period. The Executive shall be required to repay promptly to the Company any excess benefits contributions or payments made by the Company; or

4.4.2 to make the payments and provide the benefits prescribed by, and in accordance with the terms and conditions of, the Executive Severance Plan, including but not limited to the condition that the Executive execute a release of claims in a form satisfactory to the Company, as described in Section 4.6.

4.4.3 The Company shall provide the greater of the payments and other benefits described under Sections 4.4.1 and 4.4.2; provided, however, if the provision of any benefits described above would trigger a tax under Section 409A, the Company shall instead promptly pay to the Executive in a cash lump-sum payment an amount equal to the value (based on the then-current cost to the Company) of such benefits. Any compensation earned by the Executive from other employment or a consultancy shall reduce the payments required pursuant to Section 4.4.1 above or shall be governed by the terms of the Executive Severance Plan in the case of Section 4.4.2 above.

e. Voluntary Termination by the Executive other than for Material Breach under Section 4.4. The Executive may terminate his employment hereunder at any time upon 60 days' advance written notice to the Company. In the event of termination of the Executive's employment pursuant to this Section 4.5, the Company shall have no further compensation obligation to the Executive, other than for any Final Compensation through the actual date of such termination. Subject to the terms of this Agreement and the applicable policy, the Executive's right to indemnification and coverage under Directors and Officers insurance shall survive termination of employment.

f. Resignation and Release. Upon any termination of employment, the Executive shall promptly resign from any positions with the Company, whether as an officer, director, employee or otherwise and he shall promptly execute any documents reasonably required to effectuate his resignation. Notwithstanding any other provision of this Agreement to the contrary, the Executive acknowledges and agrees that any and all payments to which the Executive is entitled under Section 4 or Section 13, other than payment of any Final Compensation, are conditioned upon and subject to the Executive's (or his estate's) execution, delivery and non-revocation within 55 days following the Executive's termination of employment of a general waiver and release of all claims, except for such matters covered by provisions of this Agreement which expressly survive the termination of this Agreement, and otherwise in substantially the form delivered to the Executive in connection with the execution of this Agreement (the "Release Condition"); provided that for the avoidance of doubt, the restrictive covenants contained or referred to in Section 5, 6 and 7 of this Agreement shall survive the termination of the Executive's employment under this Agreement. Payments and benefits of amounts which do not constitute non-qualified deferred compensation and are therefore not subject to Section 409A shall commence on the first regular payroll date that is at least 5 days after the Release Condition has been satisfied and payments and benefits which are subject to Section 409A shall commence on the 60^{th} day after termination of employment (subject to further delay, if required pursuant to Section 3.8 above), provided that the Release Condition has been satisfied.

g. Award Agreements. For the avoidance of doubt, notwithstanding anything to the contrary herein, in the event the terms of any applicable award agreement with respect to any termination of employment are more favorable to Executive than the terms provided in this Section 4, the applicable award agreement shall control.

h. No Mitigation. The Executive shall have no duty to mitigate by seeking other employment or otherwise and no compensation earned by the Executive from other employment, a consultancy or otherwise shall reduce any payments provided for under this Section 4, except as expressly set forth in this Agreement.

3.5. Protection of Confidential Information; Non-Competition; Non-Disparagement.

a. The Executive acknowledges that the Executive's services are unique, that they will involve the development of Company-subsidized relationships with key customers, suppliers, and service providers as well as with key Company employees and that the Executive's work for the Company will give the Executive access to highly confidential information not available to the public or competitors, including trade secrets and confidential marketing, sales, product development and other data and plans which it would be impracticable for the Company to effectively protect and preserve in the absence of this Section 5 and the disclosure or misappropriation of which could materially adversely affect the Company. Accordingly, the Executive agrees:

i.except in the course of performing the Executive's duties provided for in Section 1.1, not at any time, whether during or after the Executive's employment with the Company, divulge to any other entity or person any confidential information acquired by the Executive concerning the Company's or its affiliates' financial affairs or business processes or methods or their research, development or marketing programs or plans, any other of its or their trade secrets, any information regarding personal matters of any directors, officers, employees or agents of the Company or its affiliates or their respective family members, or, except only to the extent required to enforce this Agreement in legal proceedings and then subject to the fullest extent possible pursuant to protective orders and other measures to maintain the confidentiality of such information, any information concerning the circumstances of the Executive's employment and any termination of the Executive's employment with the Company or any information regarding discussions related to any of the foregoing. The foregoing prohibitions shall include, without limitation, directly or indirectly publishing (or causing, participating in, assisting or providing any statement, opinion or information in connection with the publication of) any diary, memoir, letter, story, photograph, interview, article, essay, blog, post, account or description (whether fictionalized or not) concerning any of the foregoing, publication being deemed to include any presentation or reproduction of any written, verbal or visual material in any communication medium, including any book, magazine, newspaper, theatrical production or movie, or television or radio programming or commercial or over the internet. In the event that the Executive is requested or required to make disclosure of information subject to this Section 5.1.1 under any court order, subpoena or other judicial process, the Executive may comply, but will, before he does so, promptly notify RCPC, take all reasonable steps requested by RCPC, at RCPC's reasonable expense, to defend against the compulsory disclosure and permit RCPC, at its expense, to control with counsel of its choice any proceeding relating to the compulsory disclosure. The Executive acknowledges that all information the disclosure of which is prohibited by this section is of a confidential and proprietary character and of great value to the Company; and

ii.to deliver promptly to the Company on termination of the Executive's employment with the Company, or at any time that RCPC may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints and other documents and files (and all copies thereof, whether in hard copy format, electronic or otherwise) relating to the Company's business and all property associated therewith, which the Executive may then possess or have under the Executive's control, including, without limitation, computer disks, thumb drives or data (including data retained on any computer), and any home office equipment or computers purchased or provided by Revlon. Notwithstanding the foregoing, Executive may retain "address books" (and electronic equivalents) of personal and business contacts.

b. In consideration of RCPC's covenant in Section 4.4, the Executive agrees: (i) in all respects fully to comply with the terms of the Company's Employee Agreement as to Confidentiality and Non-Competition as in effect on the Effective Date (the "Non-Competition Agreement"), whether or not the Executive is a signatory thereof, with the same effect as if the same were set forth herein in full; and (ii) in the event that the Executive shall terminate the Executive's employment otherwise than as provided in Section 4.4, the Executive shall, if the Company so elects pursuant to the terms and conditions of the Non-Competition Agreement, comply with the restrictions set forth in paragraph 9(e) of the Non-Competition Agreement through the 12-month period following Executive's termination date, subject only to the Company continuing to make payments equal to the Executive's Base Salary during such period, notwithstanding the limitation otherwise applicable under paragraph 9(d) thereof or any other provision of the Non-Competition Agreement.

c. At no time during the Term or after the Executive's employment will the Executive utter, issue or circulate publicly any false or disparaging statements, remarks or rumors about the Company and/or any of its businesses, or any of its officers, employees or directors.

d. If the Executive commits a breach of any of the provisions of Sections 5.1, 5.2 or 5.3 hereof, and fails to cure such breach within 10 days after receiving written notice from RCPC describing the breach in reasonable detail and requesting cure, RCPC shall have the following rights and remedies:

i.the right and remedy to immediately terminate all further payments and benefits provided for in this Agreement (including but not limited to any payments that become payable under the Executive Severance Plan), except as may otherwise be required by law in the case of qualified benefit plans;

ii.the right and remedy to have the provisions of this Agreement specifically enforced by a court having equity jurisdiction as identified in Section 11.1 below, it being acknowledged and agreed that any such breach will cause irreparable injury to the Company and that money damages and disgorgement of profits will not provide an adequate remedy to the Company, and, if the Executive attempts or threatens to commit a breach of any of the provisions of Sections 5.1, 5.2 or 5.3, the right and remedy to be granted a preliminary and permanent injunction in a court having equity jurisdiction as identified in Section 11.1 below (it being agreed that each of the rights and remedies enumerated above shall be independent of the others and shall be severally enforceable, and that all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to RCPC under law or in equity);

iii.(i) to the extent that on the date of such breach there shall remain outstanding and unexercised (whether or not then vested) any portion of any stock option or stock appreciation right or there shall remain outstanding and unvested any portion of any other restricted stock, restricted stock unit or other equity award granted to the Executive under any Revlon stock or incentive plan, such award or portion thereof shall immediately and automatically terminate and, if applicable, become unexercisable, without any action or notice by the Company, and (ii) to the extent an award had vested (which, for the sake of clarity, does not affect the Company's ability to claw back the income from such award as provided herein), the right and remedy to require the Executive to repay the Company for any income realized by the Executive related to any such awards during the 12-month period (or if the violation occurred on or following the termination of his employment for COC Good Reason (as hereinafter defined), the 24-month period; provided, that, such period shall not go back to more than one year prior to the termination of his employment) prior to the date of the violation (or during any applicable post-termination exercise period related to options or stock appreciation rights or vesting period related to restricted stock, restricted stock unit or other equity awards); and

iv. the right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively "Benefits") derived or received by the Executive as the result of any transactions constituting a breach of any of the provisions of Sections 5.1, 5.2 or 5.3 hereof, and the Executive hereby agrees to account for and pay over such Benefits as directed by the Company.

e. If any of the covenants contained in Sections 5.1, 5.2 or 5.3, or any part thereof, hereafter are construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid portions.

f. If any of the covenants contained in Sections 5.1, 5.2 or 5.3, or any part thereof, are held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision so as to be enforceable to the maximum extent permitted by applicable law and, in its reduced form, said provision shall then be enforceable.

g. The parties hereto intend to and hereby confer jurisdiction to enforce the covenants contained in Sections 5.1, 5.2 and 5.3 upon the courts of any state or country within the geographical scope of such covenants as necessary to enforce a determination of a court identified in Section 11.1 below. In the event that the courts of any one or more of such states or countries shall hold such covenants wholly unenforceable by reason of the breadth of such covenants or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect RCPC's right to the relief provided above in the courts of any other states or countries within the geographical scope of such covenants as to breaches of such covenants in such other respective jurisdictions, the above covenants as they relate to each state or country being for this purpose severable into diverse and independent covenants.

h. Any termination of the Term or the Executive's employment shall have no effect on the continuing operation of this Section 5 and this Section 5 shall survive any termination of the Term or the Executive's employment.

3.6. Inventions and Patents.

a. The Executive agrees that all processes, technologies and inventions (collectively, "Inventions"), including new contributions, improvements, ideas and discoveries, whether patentable or not, conceived, developed, invented or made by the Executive during the Term, or following the Term if derived from Confidential Information, shall belong to the Company, provided that such Inventions grew out of the Executive's work with the Company or any of its subsidiaries or affiliates, are related in any manner to the business (commercial or experimental) of the Company or any of its subsidiaries or affiliates or are conceived or made on the Company's time or with the use of the Company's Confidential Information, facilities or materials. "Inventions" shall not, however, include managerial concepts and skills generally applied by experienced senior executives. The Executive shall further: (a) promptly, upon reasonable request, disclose such Inventions to the Company; (b) assign to the Company, without additional compensation, all patent and other rights to such Inventions for the United States and foreign countries; (c) sign, upon reasonable request, all papers necessary to carry out the foregoing; and (d) give testimony, upon reasonable request and at the Company's sole expense, in support of the Executive's inventorship.

b. If any Invention is described in a patent application or is disclosed to third parties, directly or indirectly, by the Executive within two years after the termination of the Executive's employment with the Company, it is to be presumed that the Invention was conceived or made during the Term.

c. The Executive agrees that the Executive will not assert any rights to any Invention as having been made or acquired by the Executive prior to the date of this Agreement, except for Inventions, if any, disclosed to the Company in writing prior to the date hereof.

3.7. Intellectual Property. Notwithstanding and without limitation of Section 6, the Company shall be the sole owner of all Confidential Information, Inventions and all other products and proceeds of the Executive's services hereunder, including, but not limited to, all materials, ideas, concepts, formats, suggestions, developments, arrangements, packages, programs and other intellectual properties that the

Executive may acquire, obtain, develop or create during the Term in connection with Company's business, free and clear of any claims by the Executive (or anyone claiming under the Executive) of any kind or character whatsoever (other than the Executive's right to receive payments hereunder). The Executive shall, upon reasonable request by RCPC and at RCPC's sole expense, execute such assignments, certificates or other instruments as RCPC may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right, title or interest in or to any such properties.

3.8. Revlon Code of Conduct and Business Ethics. In consideration of RCPC's execution of this Agreement, the Executive agrees in all respects to fully comply with the then current most recently published or circulated terms of the Revlon Code of Conduct and Business Ethics, a current copy of which is annexed as Schedule A, including, without limitation, the Code of Ethics for Senior Financial Officers, included within such Code, whether or not the Executive is a signatory thereof, with the same effect as if the same were set forth herein in full. In addition, the Executive agrees and acknowledges that incentive amounts and awards (as used within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act) payable pursuant to this Agreement or any bonus or incentive plan are subject to forfeiture and recoupment and may be cancelled without payment, and/or a demand for repayment of any previously paid amounts may be made upon the Executive in accordance with the Company's forfeiture and recoupment policies with regard to financial statements as are required by law to be adopted and in effect from time to time. This provision shall survive termination of the Executive's employment. The forfeiture provisions in this Section 8 are in addition to any forfeiture provisions contained elsewhere in this Agreement. Following a Change of Control (as hereinafter defined), with respect to awards made prior to the Change of Control, the Executive shall only be subject to forfeiture or recoupment provisions that are required by law and which shall not be any broader than what is required by law or as provided in this Agreement.

3.9. Indemnification. Subject to the terms, conditions and limitations of its by-laws and applicable Delaware law, Revlon, Inc. and RCPC will to the fullest extent permissible under such by-laws defend and indemnify the Executive against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Company directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Company or of any subsidiary or affiliate of the Company, such indemnification to include advancement of expenses to the maximum extent permitted by, and in accordance with, such by-laws. The Executive shall be covered by the Directors and Officers insurance coverage as is maintained by Revlon, Inc. and RCPC for its directors and officers including, to the extent provided under such Directors and Officers insurance, coverage for actions, suits or proceedings brought after the Executive ceases employment with RCPC but relating to periods during the Executive's employment with RCPC. The Executive shall be required to enter into a standard undertaking as a condition to the advancement of legal fees and expenses. This provision shall survive termination of the Executive's employment and shall remain in effect through all applicable statutes of limitation.

3.10. Notices. All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, emailed, sent by overnight courier, or mailed first class, postage prepaid, by registered or certified mail (notices mailed shall be deemed to have been given on the date mailed), provided that all notices to the Company shall be sent to the Company's then current worldwide global headquarters address, the current address for which is set forth below, and shall also be sent simultaneously by email, as follows (or to such other address as either party shall designate by notice in writing to the other in accordance herewith):

If to the Company, to:

Ely Bar-Ness, Chief Human Resources Officer
Revlon
One New York Plaza
New York, New York 10004
E-mail: ely.bar-ness@revlon.com

If to the Executive, to the Executive's principal residence as reflected in the records of the Company as of the date such notice is given, with a copy (which shall not constitute notice) to:

Morrison Cohen LLP
909 Third Avenue
New York, NY 10022
Attention: Robert M. Sedgwick, Esq.
Phone: (212) 735-8833
Fax: (917) 522-3133
Email: rsedgwick@morrisoncohen.com

3.11. General.

a. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by, and construed and enforced in accordance with, its express terms and otherwise in accordance with the laws of the State of New York applicable to transactions executed and to be wholly performed in New York between residents thereof, without regard to the state's conflict of laws provisions, except as otherwise preempted by the laws of the United States. The parties consent and agree to the exclusive jurisdiction of the Federal and State courts sitting in New York County for all purposes. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. ALSO, THE PARTIES TO THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE EMPLOYMENT RELATIONSHIP, OR ACTIONS OR INACTIONS OF ANY PARTY HERETO. This provision is a material inducement for the parties to enter into this Agreement.

b. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

c. This Agreement (together with its Schedules referred to in it) sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof including any offer letter or term sheets. No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth. This Agreement amends and restates, supersedes and replaces any and all prior employment agreements, offer letters, letter agreements and the like covering the terms of Executive's employment with or services to the Company, all of which are considered void and of no further force or effect.

d. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assignees. This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive, nor may the Executive pledge, encumber or anticipate any payments or benefits due hereunder, by operation of law or otherwise. The Company may assign its rights, together with its obligations, hereunder (i) to any affiliate or (ii) to a third party in connection with any sale, transfer or other disposition of all, substantially all or any significant portion of any business to which the Executive's services are then principally devoted, provided that no assignment shall relieve RCPC from its obligations hereunder to the extent the same are not timely discharged by such assignee.

e. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

f. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Signatures delivered by facsimile, e-photo, email or in PDF format shall be deemed effective for all purposes.

3.12. Subsidiaries and Affiliates. As used herein, the term "subsidiary" shall mean any corporation or other business entity controlled directly or indirectly by the corporation or other business entity in question, and the term "affiliate" shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.

3.13. Change of Control Payments and Benefits.

a. Benefit Continuation; Bonus and Salary Payment. If in the 24 months following the effective date of any Change of Control, as defined on Schedule B (such period, the "Post-COC Term" and such date, the "COC Effective Date"), the Executive terminates the Term of his employment for "COC Good Reason" (as defined below in sub-clause 13.1.4) or if the Company terminates the Term of the Executive's employment other than for Cause (or if the Company terminates the Executive's employment without Cause in connection with or in anticipation of the Change of Control), then Executive shall be entitled to receive the payments and benefits provided in this Section 13 in lieu of the payments specified in Section 4.4, subject to the Release Condition; provided, however, that if the termination or resignation occurs prior to the Change of Control, the Executive shall continue to receive the amounts and benefits specified in Section 4.4 as provided therein and any amounts in excess thereof that would be paid to or received by the Executive upon a Change of Control shall be paid/provided in accordance with this Section following the occurrence of the Change of Control, and further provided that any excess amounts subject to Section 409A as non-qualified deferred compensation shall not be provided in the event the Change of Control does not satisfy the requirements of a "change of control" event for purposes of Section 409A.

i.If the Executive is enrolled in the Company's medical, vision and/or dental plans on the date of termination and provided that the Executive is permitted to continue such participation under applicable law and plan terms without the imposition of a penalty on the Company, and if the Executive elects to continue his participation and that of his eligible dependents in those plans for a period of time under COBRA, then, until the earliest to occur of: (i) the conclusion of the Damage Period; (ii) the conclusion of the COBRA period; or (iii) the date the Executive begins new employment, the Company will contribute to the premium cost of the Executive's coverage and that of his eligible dependents under those plans at the rate it contributed to the Executive's premium cost of coverage on the date of termination (such contribution to be treated as a bonus and subject to any applicable tax withholdings). To be eligible for these Company premium contributions, however, the Executive must pay his portion of the premium cost during the Damage Period. The Executive is required to notify the Company immediately if he begins new employment during the Damage Period and to repay promptly any excess benefits contributions made by the Company. After the Company's contributions end, the Executive may continue benefits coverage for the remainder of the COBRA period, if any, by paying the full premium cost of such benefits. The "Damage Period" shall mean the 12-month period following the date of termination.

ii.The Company shall immediately pay to the Executive a cash lump-sum payment equal to 2 times the sum of (A) the greater of the Executive's Base Salary in effect on (1) the COC Effective Date or (2) such termination date, plus (B) the average amount of the gross (pre-tax) annual bonus amounts earned by the Executive referred to in Section 3.2.1 of this Agreement over the 5 calendar years preceding such termination (or, if employed by the Company for less than 5 calendar years, the actual number of calendar years for which the Executive was eligible to receive an annual bonus payment) (the "Cash Severance"). For the purposes of the foregoing calculation, if the annual bonus has not been declared for a completed calendar year, such bonus shall be determined based on actual results under the plan for corporate objectives and based on target for individual performance objectives. In addition, (i) the Executive shall immediately receive any Prior Year Bonus (if not already paid) and any Final Compensation, and (ii) any unvested LTIP Awards issued under the Stock Plan shall immediately vest in full. Notwithstanding the foregoing, if the Change of Control does not satisfy the requirements of a “change of control” event for purposes of Section 409A, the Cash Severance will not be paid in a cash lump sum, but rather in equal installments in accordance with Section 4.4.

iii.“COC Good Reason” means, for purposes of this Section 13 only (and not for any other purpose or reason under this Agreement): (A) a material diminution in the Executive’s title, duties, responsibilities or authority; (B) a change in Executive’s reporting line; (C) any reduction in the Executive’s Base Salary; (D) any reduction in the Executive’s annual bonus opportunity; (E) a material breach of this Agreement by the Company; or (F) the Executive’s being required by the Company to relocate beyond a 50-mile radius of the Executive’s then current office; provided that the Executive provides written notice to the Company of such event of COC Good Reason within 90 days following the Executive’s knowledge of such event of COC Good Reason and the Company has not cured such event of COC Good Reason within the 30-day period following the written notice and the Executive thereafter resigns his employment for COC Good Reason within 1 year of such event of COC Good Reason (but no later than the end of the Post-COC Term); it being understood that if the Executive fails to resign within such 1-year period, his right to terminate his employment due to COC Good Reason shall be deemed to be waived.

b. Award Agreement. For the avoidance of doubt, notwithstanding anything to the contrary herein, in the event the terms of any applicable award or other agreement with respect to any termination of the Executive’s employment following a Change of Control are more favorable to the Executive than the terms provided in this Section 13, the applicable award or other agreement shall control.

c. No Mitigation. The Executive shall have no duty to mitigate by seeking other employment or otherwise, and no compensation earned by the Executive from other employment, a consultancy or otherwise shall reduce any payments or benefits provided for under this Section 13.

3.14. Section 280G.

a. If the aggregate of all amounts and benefits due to the Executive under this Agreement or any other plan, program, agreement or arrangement of the Company or any of its affiliates, which, if received by the Executive in full, would constitute “parachute payments,” as such term is defined in and under Section 280G of the Code (collectively, “Change of Control Benefits”), reduced by all Federal, state and local taxes applicable thereto, including the excise tax imposed pursuant to Section 4999 of the Code, is less than the amount the Executive would receive, after all such applicable taxes, if the Executive received aggregate Change of Control Benefits equal to an amount which is $1.00 less than 3 times the Executive’s “base amount,” as defined in and determined under Section 280G of the Code, then such Change of Control Benefits shall be reduced or eliminated to the extent necessary so that the Change of Control Benefits received by the Executive will not constitute parachute payments. If a reduction in the Change of Control Benefits is necessary, reduction shall occur in the following order unless the Executive elects in writing a different order, subject to the Company’s consent (which shall not be unreasonably withheld or delayed): (i) severance payment based on a multiple of Base Salary and/or annual bonus; (ii) other cash payments; (iii) acceleration of vesting of stock options with an exercise price that exceeds the then fair market value of stock subject to the option, provided such options are not permitted to be valued under Treasury Regulations Section 1.280G-1 Q/A - 24(c); (iv) any equity awards accelerated or otherwise valued at full value, provided such equity awards are not permitted to be valued under Treasury Regulations Section 1.280G-1 Q/A - 24(c); (v) acceleration of vesting of stock options with an exercise price that exceeds the then fair market value of stock subject to the option, provided such options are permitted to be valued under Treasury Regulations Section 1.280G-1 Q/A - 24(c); (vi) acceleration of vesting of all other stock options and equity awards; and (vii) within any category, reductions shall be from the last due payment to the first.

b. It is possible that after the determinations and selections made pursuant to Section 14.1 above the Executive will receive Change of Control Benefits that are, in the aggregate, either more or less than the amounts contemplated by Section 14.1 above (hereafter referred to as an “Excess Payment” or “Underpayment,” respectively). If there is an Excess Payment, the Executive shall promptly repay the Company an amount consistent with this Section 14.2. If there is an Underpayment, the Company shall pay the Executive an amount consistent with this Section 14.2.

14.3 The determinations with respect to this Section 14 shall be made by an independent auditor (the "Auditor") compensated by the Company. The Auditor shall be the Company's regular independent auditor, unless the Executive objects to the use of that firm or the regular independent auditor is unable or unwilling to makes such determinations, in which event the Auditor shall be a nationally-recognized United States public accounting firm chosen by the Company and approved by the Executive (which approval shall not be unreasonably withheld or delayed). In addition, the Company shall obtain a valuation of the non-competition provisions contained in Section 5 which shall be considered by the Auditors in connection with its determinations under this Section 14. The Auditor's report contemplated by this Section 14 shall be in a form on which the Executive can rely in filing his taxes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

REVLON CONSUMER PRODUCTS CORPORATION

By: /s/ Ely Bar-Ness
Ely Bar-Ness
Chief Human Resources Officer
Date: December 16, 2019

EXECUTIVE:

/s/ Sergio Pedreiro
Sergio Pedreiro
Date: December 16, 2019

By signing below Revlon, Inc. hereby agrees to the provisions of Sections 3 and 9.

REVLON, INC.

By: /s/ Ely Bar-Ness
Ely Bar-Ness
Chief Human Resources Officer
Date: January 2, 2020

SCHEDULE A

REVLON CODE OF CONDUCT AND BUSINESS ETHICS

See attached.

[available online at www.revloninc.com]

SCHEDULE B

A "Change of Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) any Person, other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this definition a Person will be deemed to have "beneficial ownership" of all shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company; provided that under such circumstances the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Company (for the purposes of this clause (i) and clause (iii), such other Person will be deemed to beneficially own any Voting Stock of a specified corporation held by a parent corporation, if such other Person beneficially owns, directly or indirectly, more than 50% of the voting power of the Voting Stock of such parent corporation and the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such parent corporation);

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Company was approved by a vote of 66-2/3% of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Company then in office;

(iii) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets to an entity in which any Person, other than one or more Permitted Holders is or becomes the Beneficial Owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this definition a Person will be deemed to have "beneficial ownership" of all shares that any Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of securities of such entity representing 50% or more of the combined voting power of such entity's Voting Stock, and the Permitted Holders "beneficially own" (as so defined) directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of such entity than such other Person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such entity; or

(iv) "Change of Control" shall have occurred under, and as defined in, the indenture governing Revlon Consumer Products Corporation's 8 5/8% Senior Subordinated Notes Due 2008 or any other Subordinated Obligations of Revlon Consumer Products Corporation so long as such 8 5/8% Senior Subordinated Notes Due 2008 or other Subordinated Obligations are outstanding.

Notwithstanding the foregoing and for the sake of clarity a "Change of Control" shall not be deemed to have occurred (a) by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same combined voting power of the Voting Stock in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions or (b) upon the occurrence of a Material

Transaction if following a transaction MacAndrews & Forbes continues to own or control an operating business formerly conducted by Revlon. For purposes of the foregoing, a “Material Transaction” shall mean a significant transaction involving a material amount of the assets or operations of the Company (a “Material Transaction”).

“Capital Stock” of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity.

“Company” means Revlon, Inc. together with its subsidiaries, including, without limitation, Revlon Consumer Products Corporation.

“8 5/8% Senior Subordinated Notes Due 2008” means Revlon Consumer Products Corporation’s 8 5/8% Senior Subordinated Notes due 2008 and any notes exchanged therefor.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Permitted Holders” means Ronald O. Perelman (or in the event of his incompetence or death, his estate, heirs, executor, administrator, committee or other personal representative (collectively, “heirs”)) or any Person controlled, directly or indirectly, by Ronald O. Perelman or his heirs.

“Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

“Preferred Stock,” as applied to the Capital Stock of the Company, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of the Company, over shares of Capital Stock of any other class of the Company.

“Subordinated Obligations” has the meaning ascribed thereto in the indenture for Revlon Consumer Products Corporation’s 9½% Senior Notes due 2011.

“Voting Stock” means all classes of Capital Stock of the Company then outstanding and normally entitled to vote in the election of Directors.

AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this "Agreement"), dated as of March 11, 2020 (the "Execution Date"), is made and entered into by and among E. Scott Beattie ("Beattie"), and Revlon Consumer Products Corporation ("RCPC") and Revlon, Inc. ("Revlon" and collectively with RCPC and its subsidiaries, the "Company").

WHEREAS, Beattie previously provided advisory services to the Company pursuant to that certain Consulting Agreement, dated as of November 2, 2016, by and between Beattie and the Company, which agreement expired on November 2, 2019;

WHEREAS, the Company and Beattie desire that Beattie continue to provide advisory services to the Company subject to the terms and conditions contained in this Agreement; and

WHEREAS, as consideration for the Company providing Beattie with the compensation described herein, Beattie agrees to provide advisory services to the Company as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, Beattie and the Company hereby agree as follows:

1. **ADVISORY SERVICES**. Beattie agrees to the following:

a. During the Advisory Period (as defined below), Beattie shall serve as non-employee senior advisor ("Senior Advisor") to Debra Perelman, the Company's President and Chief Executive Officer, or her successor (the "CEO"), reporting directly to the CEO. In his role as Senior Advisor, Beattie shall provide advice, assistance and cooperation to the Company if, as, when and to the extent requested by the CEO (any and all of the foregoing, the "Advisory Services"). Beattie shall provide the Advisory Services to, and at the direction of, the CEO. Beattie shall be permitted to perform the Advisory Services from New York City or the State of Florida at any given time during the Advisory Period, and Beattie shall use his best efforts to attend all in-person meetings of Revlon's Board of Directors (the "Board").

b. Beattie acknowledges and agrees that, unless expressly authorized by the CEO or the Board, or in connection with his services as a member of the Board in accordance with his fiduciary duties, he is not authorized to speak publicly, or to issue any other form of communication or disclosure to the public, on behalf of the Company, to enter into agreements on behalf of the Company or to otherwise bind the Company.

c. Advisory Services Pay. In consideration of Beattie's agreement to provide the Advisory Services and his actually providing the Advisory Services as, when and to the extent requested by the CEO, the Company agrees to pay Beattie during the Advisory Period (and as provided in Section 1(g), if applicable) a fee at a rate of USD 250,000 per annum (the "Advisory Services Pay"), which will be payable in equal installments on a monthly basis starting effective as of December 15, 2019, and on the 15th of every month after the Execution Date during the applicable period (each such date, a "Regular Payment Date").

d. Board of Director Compensation. In consideration of Beattie's service as a member of the Board, the Company agrees to pay Beattie, during his term as a Company director, all compensation earned by Beattie in connection with his service as a member of the Board, including all retainer and meeting fees, to be determined and paid in accordance with the Company's compensation policy for outside directors generally.

e. Business Expenses. The Company shall promptly reimburse Beattie for reasonable and necessary expenses actually incurred by Beattie in connection with the business and affairs of the Company and the performance of Beattie's duties hereunder, subject to and in accordance with the Revlon Travel and Entertainment Policy, as in effect from time to time.

f. Term. The "Advisory Period" shall begin on the day following the Execution Date (the "Effective Date") and shall continue for 12 months (the "Initial Term"), unless earlier terminated in accordance with Section 1(g) of this Agreement. The Initial Term shall be automatically renewed for successive 1-year periods (the Initial Term, together with such renewal terms, being the "Term") until either party delivers to the other a written notice of their intent not to renew the Term, to be delivered at least 60 days prior to the expiration of the then-effective Term.

g. Termination. Without limiting the generality or effect of Section 1(f) herein, this Agreement shall terminate prior to the expiration of any then-applicable Term upon the earliest to occur of:

(i) the date on which the Board and/or the CEO notifies Beattie that it no longer requires Beattie's provision of the Advisory Services for any reason other than for Cause (as defined below), or the date of Beattie's death or permanent and total disability;

(ii) the date on which Beattie or the Company terminates the Advisory Period as a result of the Company's failure to re-nominate him to the Board (other than in connection with the existence of Cause);

(iii) the date on which Beattie notifies the Board and/or the CEO that he no longer wishes to provide the Advisory Services for any or no reason; or

(iv) the date on which Beattie is terminated by the Company as a result of his commission of any of the following act(s): (A) the willful material failure by Beattie to provide or perform the Advisory Services; (B) Beattie's commission of any felony or any crime involving moral turpitude; or (C) a material breach of Sections 4, 5 or 6 or 7 of this Agreement (a "Restrictive Covenant Breach") (any such event under clause (A), (B) or (C), "Cause"). The Company shall provide written notice of the same to Beattie (setting forth in reasonable detail the act(s) alleged to constitute Cause), who shall then have 15 days to cure such event of Cause, if and to the extent any occurrence of Cause is determined by the Board in good faith to be capable of cure.

In order to terminate the Advisory Period pursuant to subsection (i), (ii) or (iii) above, the Company or Beattie, as applicable, must provide the other with at least 30 days' prior written notice.

In the event the Advisory Period terminates pursuant to subsection (i) or (ii) of Section 1(g), and subject to Beattie's execution of a Release (as defined below), which Release shall become effective and irrevocable as of the date the Advisory Period is so terminated (the date such Release actually becomes effective and irrevocable, the "Release Effective Date"), Beattie shall continue to receive the Advisory Services Pay for a period beginning on the Regular Payment Date subject to signing such Release and following the Release Effective

Date through the end of any then-effective Term; provided that the first such payment shall include any amounts that would have otherwise been paid during the period from the date the Advisory Period terminates through such first payment date. For purposes of this Agreement, the term "Release" shall mean a form of general release in favor of the Company and its affiliates substantially similar to the "General Release" included in the Separation and Release Agreement entered into between the parties on November 2, 2016 (the "Separation Agreement").

For the avoidance of doubt, upon the conclusion of the Advisory Period for any reason other than pursuant to subsection (i) or (ii) of this Section 1(g), the Advisory Services Pay shall cease, subject to Section 8 and Section 9 of this Agreement.

2. **SERVICE ON BOARD OF DIRECTORS**. During the Advisory Period, Beattie shall serve as non-executive Vice Chairman of the Board at the discretion of, and subject to approval by, the Board, and as long as so elected by the Company's shareholders. As of the Effective Date, Beattie shall be covered (solely with respect to his role and position as a member of the Board) by the Company's directors and officers insurance policy, as in effect from time. Beattie may continue to serve as a member of the executive committee of the board of directors of the Personal Care Products Council (f/k/a the Cosmetic, Toiletry & Fragrance Association) on behalf of the Company.

3. **COOPERATION**. Beattie agrees, without limitation as to time, to provide his attendance and truthful testimony where deemed appropriate by the Board, with respect to any investigation or the Company's defense or prosecution of any existing or future claims with respect to any matters about which Beattie has knowledge by virtue of providing the Advisory Services, by virtue of serving as a member of the Board or by virtue of his prior services to Elizabeth Arden, Inc. Such assistance and cooperation shall be provided by Beattie without fee or charge, other than the Company's reimbursement of reasonable travel expenses. Assistance shall be given at locations and times mutually agreed upon by Beattie and the Company, except with respect to mandated court appearances for which Beattie will make himself available upon reasonable notice.

4. **CONFIDENTIAL INFORMATION**. Unless the Board or CEO consents or directs Beattie in writing, he will not at any time during or after his service with the Company, use any Confidential Information (as defined in this Section 4) for his own benefit or disclose any Confidential Information to anyone outside the Company or to any employee or consultant of the Company not also having authorized access to and a legitimate need to know such Confidential Information, nor shall he direct anyone else to do so. In the event Beattie is requested or required to make disclosure of any Confidential Information under any court order, subpoena or other judicial process, he will promptly notify the Company, take all reasonable steps requested by the Company to defend against the compulsory disclosure and permit the Company to take control with counsel of its choice in any proceeding relating to the compulsory disclosure. For purposes of this Agreement, "Confidential Information" means any information, including without limitation, any financial information, projections, forecasts, business plans, synergy and/or cost reduction plans and related actions, mergers and acquisitions and divestitures, research and development projects, advertising, marketing and/or promotional plans, new business development projects, status of any contracts or contractual negotiations, formula, pattern, drawing, compilation, program, device, method, technique, computer security information, process, cost data, customer or supplier list or product or related information, directly or indirectly related to the past, present or anticipated business affairs of the Company or its affiliates, that derives value, actual or potential, from not being generally known to the public or to other persons who can obtain value from its disclosure or use, and any information regarding personal matters of any directors, officers or employees, or their respective family members, disclosed to Beattie or known to him through or in the course of his service with the Company or its

affiliates, directly or indirectly relating to the past, present or anticipated business affairs of the Company or its affiliates. Beattie understands that he may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made (i) in confidence to a federal, state or local government official, or to his attorney, either directly or indirectly; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. The restrictions set forth in this Section 4 are in addition to, and concurrent with, any confidentiality or similar restrictions, agreements or covenants by which Beattie is otherwise bound.

5. **NON-COMPETITION**. During the Restricted Period (as defined in Section 6 of this Agreement), Beattie will not directly or indirectly, as a director, officer, stockholder, partner, associate, employee, consultant, owner, agent or independent contractor become or be interested in, or associated with (all of the foregoing being referred to as "Associate with"), any other corporation, firm or business that is engaged in a consumer or professional cosmetics, fragrances, toiletries business or any other business that is competitive, in any geographical area, with any business of the Company (a "Restricted Entity"); provided that Beattie's ownership, directly or indirectly, of not more than 1% of the issued and outstanding stock of a corporation (including those that may constitute a Restricted Entity), the shares of which are regularly traded on a national security exchange or on the over-the-counter market shall not, solely on its own, be deemed to be a violation of this Section 5. Notwithstanding the foregoing, Beattie may associate with a Restricted Entity during the Restricted Period if approved in advance in writing by the Company, with such approval not to be unreasonably withheld, and in compliance with such reasonable standards and protocols as the Company may designate in writing.

6. **NON-SOLICITATION**. Beattie hereby agrees that, during the Restricted Period (as defined below), he will not: (a), directly or indirectly, solicit, induce, influence, or attempt to solicit, induce or influence, any person then employed by the Company with whom Beattie has had contact to terminate his or her employment relationship with the Company, or otherwise interfere with any such employment by or association with the Company for the purpose of associating, as an employee or otherwise, with any Restricted Entity (as defined in Section 5) or otherwise encourage any such employee to leave his or her employment with the Company; and (b) directly or indirectly, solicit, induce, influence, or attempt to solicit, induce or influence, any customer, supplier, licensor and/or vendor of the Company with whom Beattie has had contact to divert his, her or its business to any Restricted Entity or otherwise encourage such customer, supplier, licensor and/or vendor to terminate its business relationship with the Company or otherwise interfere with any business or contractual relationship of the Company that may exist from time to time, including but not limited to with any supplier, customer, licensor and/or vendor. The "Restricted Period" shall mean: (i) the Term; (ii) any period that Beattie is serving as a director of Revlon; and/or (iii) the remainder of the then-effective Term in the event that the Advisory Period is terminated pursuant to subsection (i) or (ii) of Section 1(g) of this Agreement, provided that the Company honors its obligations to Beattie under the paragraph prior to last of Section 1(g) of this Agreement.

7. **NON-DISPARAGEMENT**. Beattie agrees and acknowledges that he will not at any time make any statement (orally or in writing) or take any action which, in any way, disparages the Company or any of its affiliates. The Company agrees that it shall not, and shall instruct its officers and members of the Board not to, disparage, criticize or defame Beattie. Nothing in this Section 7 shall prohibit the Company, its affiliates, Beattie or any other person or entity from providing truthful and accurate facts where required by lawfully compelled testimony; provided that Beattie notifies the Company in advance of any such testimony by Beattie and cooperates with the Company's reasonable efforts with respect to such testimony, to the fullest extent permitted by applicable law. This Section 7 will survive in perpetuity.

8. **BREACH OF AGREEMENT**. Notwithstanding anything herein to the contrary, Beattie agrees that the Company may immediately cease further payment of the Advisory Services Pay, and the Company's obligation to provide any additional consideration under this Agreement will be void, in the event Beattie commits a Restrictive Covenant Breach. Beattie agrees that if there is a Restrictive Covenant Breach, it will be difficult to measure the exact amount of damages. Beattie understands and agrees that a Restrictive Covenant Breach will constitute a material breach of this Agreement which will cause the Company to suffer immediate, substantial and irreparable injury, and which will be a sufficient basis for a court to award injunctive relief (without the necessity to post bond) and monetary damages to the Company without affecting the remainder of this Agreement.

9. **SECTION 409A**. The intent of the parties is that payments and benefits under this Agreement shall comply with or be exempt from Internal Revenue Code Section 409A and applicable guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in accordance therewith. In no event whatsoever shall the Company or its affiliates be liable for any tax, interest or penalties that may be imposed on Beattie by Code Section 409A or any damages for failing to comply with Code Section 409A or otherwise. To the extent any taxable expense reimbursement or in-kind benefits under this Agreement is subject to Code Section 409A, the amount thereof eligible in any calendar year shall not affect the amount eligible for any other calendar year, in no event shall any expenses be reimbursed after the last day of the calendar year following the year in which Beattie incurred such expenses, and in no event shall any right to reimbursement or receipt of in-kind benefits be subject to liquidation or exchange for another benefit. Notwithstanding any provisions of this Agreement to the contrary, if Beattie is a "specified employee" (within the meaning of Code Section 409A and determined pursuant to any policies adopted by the Company consistent with Code Section 409A), at the time of Beattie's separation from service, and if any portion of the payments or benefits to be received by Beattie upon separation from service would be considered deferred compensation under Code Section 409A and cannot be paid or provided to Beattie without Beattie incurring taxes, interest or penalties under Code Section 409A, amounts that would otherwise be payable pursuant to this Agreement and benefits that would otherwise be provided pursuant to this Agreement, in each case, during the six-month period immediately following Beattie's separation from service will instead be paid or made available on the earlier of (i) the first business day of the seventh month following the date of Beattie's separation from service or (ii) Beattie's death. Each payment under this Agreement is intended to be a "separate payment'' and not one of a series of payments for purposes of Code Section 409A.

10. **GOVERNING LAW: JURISDICTION: WAIVER OF TRIAL BY JURY**. This Agreement shall be governed by, and construed pursuant to, the laws of the State of New York applicable to transactions executed and to be wholly performed in New York between residents thereof, without regard to the state's conflict of law provisions that would require application of the laws of a different jurisdiction, except as otherwise preempted by the laws of the United States. The parties consent and agree to the exclusive jurisdiction of the Federal and State courts sitting in the County of New York for all purposes. ALSO, AS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT, TO THE EXTENT ALLOWED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, THE CONSULTING RELATIONSHIP, OR ACTIONS OR INACTIONS OF ANY PARTY HERETO.

11. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof including, but not limited to, any emails or

term sheets (but not, for the avoidance of doubt, the Separation Agreement). No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth. In entering into, performing and enforcing this Agreement, each of Beattie and the Company disclaim any reliance whatsoever on any representations, warranties, promises, understandings or arrangements that are not expressly set forth, or referred to, in this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

12. **ASSIGNMENT**. This Agreement shall be binding upon the parties hereto and their successors and permitted assignees. This Agreement, and Beattie's rights and obligations hereunder, may not be assigned by the parties, nor may the parties pledge, encumber or anticipate any payments or benefits due hereunder, by operation of law or otherwise.

13. **SEVERABILITY**. Any provision of this Agreement that is held to be invalid or unenforceable under any applicable law or regulation shall, to the extent of any such invalidity or unenforceability, be deemed by the parties (a) to be modified to the extent necessary to cure such invalidity or unenforceability and to carry out so far as possible the intention manifested by the provision in question or (b) if necessary, to be omitted from this Agreement, but such invalidity or unenforceability, and such resulting modification or omission, shall not invalidate or render unenforceable the remaining provisions of this Agreement.

14. **CONSTRUCTION OF AGREEMENT**. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has contributed to its drafting. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party. The parties further agree that the recitals set forth in the beginning of this Agreement shall constitute substantive terms of this Agreement.

15. **INDEPENDENT CONTRACTOR**. Beattie warrants that, during the Advisory Period, Beattie will at all times be and remain an independent contractor, and will not be considered the agent, partner, principal or employee of the Company or any of its affiliates. Beattie will be free to exercise his own judgment as to the manner and method of providing the Advisory Services to the Company, subject to applicable laws and requirements reasonably imposed by the Company. Beattie acknowledges and agrees that, during Advisory Period, he will not be treated as an employee of the Company or any of its subsidiaries or affiliates for purposes of federal, state or local income or other tax withholding, nor unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any workers' compensation law of any state or country (or subdivision thereof), or for purposes of benefits provided to employees of the Company or any of its affiliates under any employee benefit plan, program, policy or arrangement (including, without limitation, vacation, holiday and sick leave benefits, insurance coverage and retirement benefits). Beattie acknowledges and agrees that, as an independent contractor, he will be required to pay (and that the Company will not withhold or remit) any applicable taxes on the fees paid to him by the Company, and to provide workers' compensation insurance and any other coverage required by law. Beattie will at all times indemnify, hold harmless and defend the Company for all liabilities, losses, damages, costs (including, without limitation, legal costs and other professional fees on an indemnity basis) and expenses of whatsoever nature incurred or suffered by the Company or any of its affiliates arising from Beattie's performance of or breach of Beattie's obligations or warranties under this Agreement. Beattie

hereby acknowledges that he will have no recourse against the Company (or any of its directors, officers, personnel, representatives, agents, successors or affiliates) for any such liability, loss, damage, cost or expense.

16. **WORK PRODUCT**.

(1) Beattie acknowledges that any and all records, files, notes and working papers relating to the Advisory Services and all trademarks, artwork, logos, graphics, video, text, data and other materials and information supplied by the Company to Beattie in connection with this Agreement, shall remain the sole and exclusive property of the Company to be used only in connection with the Advisory Services.

(2) All work product, including, without limitation, all records, files, notes and working papers, inventions, ideas, know how, data, designs, artwork, text, sketches, drawings, notebook and labbook entries, works and improvements of any kind whatsoever, whether of a technical, artistic or economic nature or otherwise, made or conceived by Beattie, either solely or jointly with others (including, without limitation, with the Company or its affiliates), which result from the Advisory Services (collectively, the "Work Product") shall be the sole property of the Company and its designees. Beattie hereby agrees to promptly: (i) communicate and to assign to the Company or its designees all such Work Product; (ii) execute and deliver all papers, instruments and assignments requested by the Company or its designees; (iii) perform any other reasonable act that the Company or its designees may require to vest in the Company or its designees all right, title and interest in and to all patents, copyrights, trademarks and other rights in and to the Work Product in any and all countries; and (iv) communicate, cooperate and provide all relevant information required by any attorney of the Company or its affiliates or any of their designees for the preparation of any patent, trademark, domain name, copyright and/or other similar filing. All Work Product and other material developed or acquired by Beattie, whether solely or jointly with others, in the course of performing the Advisory Services, as well as all information and material furnished to Beattie by the Company, whether or not patented, copyrighted or trademarked, shall remain the property of the Company and its affiliates and shall be held by Beattie as their custodian in strict confidence in accordance with the confidentiality provisions of this Agreement and as a trade secret which is the property of the Company or its affiliates.

17. **COUNTERPARTS**. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and both of which taken together will constitute one and the same agreement.

{*Signature Page Follows*}

IN WITNESS WHEREOF, this Agreement is executed as of the Execution Date.

/s/ E. Scott Beattie
E. Scott Beattie

REVLON CONSUMER PRODUCTS CORPORATION

By: /s/ Debra Perelman
Debra Perelman
President & CEO

REVLON, INC.

By: /s/ Debra Perelman
Debra Perelman
President & CEO

Exhibit 21.1

Subsidiaries of Revlon, Inc.

As of December 31, 2019

Domestic

Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge II, LLC.
Beautyge Brands USA Inc.
Beautyge USA, Inc.
Charles Revson Inc.
Creative Nail Design Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Financing), Inc.
Elizabeth Arden International Holding, 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.
PPI Two Corporation
RDEN Management, Inc.
Realistic Roux Professional Products Inc
Revlon (Puerto Rico) Inc.
Revlon Canada Inc.
Revlon Consumer Products Corporation
Revlon Development Corp.
Revlon Finance LLC
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Professional Holding Company LLC
Revlon, Inc.
RIROS Corporation
RIROS Group Inc.
RML, LLC
Roux Laboratories, Inc.
Roux Properties Jacksonville, LLC
SinfulColors, Inc.

Foreign

American Crew Dominicana, S.R.L.
Armour Farmaceutica de Colombia, S.A.
Baninvest Beauty Limited
Beautyge I
Beautyge Andina SA
Beautyge Beauty Group, S.L
Beautyge Brands France Holding, SAS
Beautyge Denmark A/S
Beautyge Fragrances Holdings Ltd.
Beautyge France SAS
Beautyge Logistics Services, S.L.
Beautyge Logistics Services, S.L. - French Branch
Beautyge Netherlands B.V.
Beautyge Participations, S.L
Beautyge Portugal, Produtos Cosm. e Prof.
Beautyge Professional Limited (Ireland)
Beautyge Sweden AB
Beautyge U.K. Limited
Beautyge, S.L.
Beauytge France SAS - Swiss Branch
Beauytge Germany GMBH
Beauytge Italy S.p.A.
Beauytge Mexico SA de CV
Beauytge Rus, Closed Joint Stock Company
CBBeauty Ltd
Comercializadora Brendola, S.R.L.
Elizabeth Arden (Australia) Pty Ltd
Elizabeth Arden (Canada) Limited
Elizabeth Arden (Denmark) ApS
Elizabeth Arden (France) S.A.
Elizabeth Arden (Netherlands) Holdings B.V.
Elizabeth Arden (New Zealand) Limited
Elizabeth Arden (Norway) AS
Elizabeth Arden (Shanghai) Cosmetics & Fragrances Trading Ltd.
Elizabeth Arden (Singapore) Pte. Ltd.
Elizabeth Arden (South Africa) (Proprietary) Ltd
Elizabeth Arden (Sweden) AB
Elizabeth Arden (Switzerland) Holding S.a.r.L.
Elizabeth Arden (UK) Ltd.
Elizabeth Arden Cosmeticos Do Brazil Ltda
Elizabeth Arden España S.L.
Elizabeth Arden GmbH
Elizabeth Arden International S.A.R.L.
Elizabeth Arden Korea Yuhan Hoesa
Elizabeth Arden Middle East FZCO
Elizabeth Arden Sea (HK) Ltd.
Elizabeth Arden Sea Pte. Ltd.
Elizabeth Arden Trading B.V.
Elizabeth Arden Trading B.V. - Russia Representative Office
Elizabeth Arden Trading B.V. - Taiwan Branch
Européenne de Produits de Beauté, S.A.S.
New Revlon Argentina S.A.
Productos Cosmeticos de Revlon S.A.
Professional Beauty Services S.A.
Professional Beauty Services S.A. - Belgium Branch
Promethean Insurance Limited
Revlon (Hong Kong) Limited
Revlon (Israel) Limited
Revlon (Shanghai) Limited
Revlon (Suisse) S.A.
Revlon Australia Pty Limited
Revlon B.V.
Revlon Beauty Products, S.L.
Revlon China Holdings Limited
Revlon Holdings B.V.
Revlon International Corporation - UK Branch
Revlon K.K.
Revlon LTDA.
Revlon Manufacturing Ltd.
Revlon Manufacturing Ltd. - Singapore Branch
Revlon Manufacturing Ltd. - Taiwan Branch
Revlon Mauritius Ltd.
Revlon New Zealand Limited
Revlon Offshore Limited
Revlon Overseas Corporation
Revlon Pension Trustee Company (U.K.) Limited
Revlon South Africa (Proprietary) Limited
Revlon Trading (Shanghai) Co. Ltd
Revlon, S.A. de C.V.
RML Holdings L.P.
SAS and Company Limited
SAS Licenses Limited
Shanghai Revstar Cosmetics Marketing Services Limited
YAE Artistic Packings Industry Ltd.
YAE Press 2000 (1987) Ltd.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Revlon, Inc.:

We consent to the incorporation by reference in the registration statements (Nos. 333-116160 and 333-147955) on Form S-8 and (Nos. 333-169223 and 333-141545) on Form S-3 of Revlon, Inc. of our reports dated March 12, 2020, with respect to the consolidated balance sheets of Revlon, Inc. and subsidiaries as of December 31, 2019 and 2018, the related consolidated statements of operations and comprehensive loss, stockholders' deficiency, and cash flows for each of the years in the two-year period ended December 31, 2019, and the related notes, and the effectiveness of internal control over financial reporting as of December 31, 2019, which reports appear in the December 31, 2019 annual report on Form 10-K of Revlon, Inc.

/s/ KPMG LLP

New York, New York
March 12, 2020

Exhibit 24.1

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limitation, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director or officer of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about these premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Ronald O. Perelman

RONALD O. PERELMAN

Exhibit 24.2

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, her true and lawful attorney-in-fact and agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Nicole Avant

NICOLE AVANT

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ E. Scott Beattie

E. SCOTT BEATTIE

Exhibit 24.4

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Alan S. Bernikow

ALAN S. BERNIKOW

Exhibit 24.5

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, her true and lawful attorney-in-fact and agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Kristin A. Dolan

KRISTIN A. DOLAN

Exhibit 24.6

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, her true and lawful attorney-in-fact and agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Mitra Hormozi

MITRA HORMOZI

Exhibit 24.7

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, her true and lawful attorney-in-fact and agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Ceci Kurzman

CECI KURZMAN

Exhibit 24.8

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Victor Nichols

VICTOR NICHOLS

Exhibit 24.9

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Paul G. Savas

Paul G. Savas

Exhibit 24.10

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Barry F. Schwartz

BARRY F. SCHWARTZ

Exhibit 24.11

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Jonathan D. Schwartz

JONATHAN D. SCHWARTZ

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints each of Cari Robinson, Michael T. Sheehan and Yossi Almani, or any one of them, each acting alone, her true and lawful attorney-in-fact and agent, with full power of substitution, for her and in her name, place and stead, in any and all capacities, in connection with the REVLON, INC. (the "Corporation") Annual Report on Form 10-K for the year ended December 31, 2019 (the "Form 10-K") under the Securities Exchange Act of 1934, as amended, including, without limiting the generality of the foregoing, to sign the Form 10-K in the name and on behalf of the Corporation or on behalf of the undersigned as a director of the Corporation, and any amendments to the Form 10-K and any instrument, contract, document or other writing of or in connection with the Form 10-K or amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, including this power of attorney, with the Securities and Exchange Commission and any applicable securities exchange or securities self-regulatory body, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or their respective substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has signed these presents this 12th day of March, 2020.

/s/ Cristiana Falcone Sorrell

CRISTIANA FALCONE SORRELL

Exhibit 31.1

CERTIFICATIONS

I, Debra Perelman, certify that:

1. I have reviewed this annual report on Form 10-K (the "Report") of Revlon, Inc. (the "Registrant");

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and

   (d) Disclosed in this Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 12, 2020

/s/ Debra Perelman
Debra Perelman
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Victoria Dolan, certify that:

1. I have reviewed this annual report on Form 10-K (the "Report") of Revlon, Inc. (the "Registrant");

2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and

   (d) Disclosed in this Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: March 12, 2020

/s/ Victoria Dolan
Victoria Dolan
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Revlon, Inc. (the "Company") for the period ended December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Debra Perelman, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Debra Perelman
Debra Perelman
Chief Executive Officer

March 12, 2020

Exhibit 32.2

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Revlon, Inc. (the "Company") for the period ended December 31, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Victoria Dolan, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Victoria Dolan
Victoria Dolan
Chief Financial Officer

March 12, 2020

REVLON, INC.
2020 AUDIT COMMITTEE PRE-APPROVAL POLICY

I. Statement of Principles

The Audit Committee is required to pre-approve the audit and non-audit services performed by the Company’s independent auditor, KPMG LLP (“KPMG LLP” or the “independent auditor”), in order to assure that KPMG LLP’s provision of such services does not impair its independence. Unless a type of service to be provided by the independent auditor is within the pre-approved services and dollar limits set forth in the appendices attached to this Policy, the provision of such service by the independent auditor will require specific pre-approval by the Audit Committee.

The appendices to this Policy describe the Audit Services, Audit-Related Services, Tax Services and All Other Services that have the general pre-approval of the Audit Committee for 2020, as well as the applicable dollar limits for the particular services. The Audit Committee will annually review and pre-approve the services that may be provided by the independent auditor without obtaining specific pre-approval from the Audit Committee. The Audit Committee may revise the list of general pre-approved services from time to time. The Audit Committee does not delegate its responsibilities to pre-approve services performed by the independent auditor to management.

II. Delegation

The Audit Committee may delegate pre-approval authority to one or more of its members for Audit-Related, Tax Services or All Other Services (each as defined below) to be provided by the independent auditor (but excluding Annual Audit Services referred to in Section III below and prohibited services referred to in Section VII below). Specifically, the Chairman of the Audit Committee may approve services which are not Annual Audit Services referred to in Section III below or prohibited services referred to in Section VII below if the fees as to any applicable project will not exceed $35,000, provided that the independent auditor complies with any applicable rules or requirements of this Policy to document the services to the Audit Committee and to discuss such services with the Audit Committee. The member or members to whom such authority is delegated shall report any pre-approval decisions to the Audit Committee at least quarterly on the services provided by KPMG LLP and the approximate fees paid or payable to KPMG LLP for such services during the preceding quarter, including a report on any services pre-approved during such quarter by the Chairman of the Audit Committee pursuant to this Section II.

III. Audit Services

The terms and fees of the annual Audit Services engagement, including, without limitation, the independent auditor's services in connection with the audit of the Company's annual financial statements and internal control over financial reporting and the independent auditor's review of the Company's financial statements included in the Company's quarterly reports on Form 10-Q, are subject to the specific pre-approval of the Audit Committee. Any changes in terms, conditions and fees resulting from changes in audit scope or other matters, if necessary, are also subject to Audit Committee approval.

In addition to the foregoing annual Audit Services engagement, the Audit Committee may grant pre-approval for other Audit Services, which are those services that are normally provided by the independent auditor in connection with statutory and regulatory filings or engagements and other services that generally only the independent auditor reasonably can provide, such as comfort letters, statutory audits, attest services, consents and assistance with and review of documents filed with the SEC. The Audit Committee has pre-approved the other Audit Services listed in Appendix A, provided that such services do not exceed the pre-approved fees set forth on Appendix A. All other Audit Services not listed in Appendix A must be specifically pre-approved by the Audit Committee.

IV. Audit-related Services

Audit-Related Services are assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements or that are traditionally performed by the independent auditor, and in each case which are not covered by the Audit Services described in Section III. Such services could include, among other things, employee benefit plan audits, due diligence related to mergers and acquisitions, accounting consultations and audits in connection with acquisitions, attest services and internal control reviews that are not required by statute and regulation and consultations concerning financial accounting and reporting standards. The Audit Committee believes that the provision of Audit-Related Services does not impair the auditor’s independence, and has pre-approved the Audit-Related Services listed in Appendix B, provided that such services do not exceed the pre-approved fees set forth on Appendix B. All other Audit-Related Services not listed in Appendix B must be specifically pre-approved by the Audit Committee, except to the extent covered by the delegation of authority under Section II above. As to all non- audit internal control services to be provided to the Company, the independent auditor must: (1) describe in writing to the Audit Committee the scope of the proposed non-audit internal control service; (2) discuss with the Audit Committee any potential effects on the independent auditor's independence that could be caused by the independent auditor's performance of the proposed non-audit internal control service; and (3) document the substance of such discussions with the Audit Committee.

V. TAX SERVICES

The Audit Committee believes that the independent auditor can provide certain Tax Services to the Company, such as: (i) tax compliance (e.g., preparing original and amended state and federal corporate tax returns, planning for estimated tax payments and preparation of tax return extensions); (ii) tax advice; and (iii) tax planning, without impairing the auditor’s independence. Tax advice and tax planning could include, without limitation, assistance with tax audits and appeals, tax advice related to mergers and acquisitions and employee benefit plans and request for rulings or technical advice from taxing authorities. However, the Audit Committee will not permit the retention of the independent auditor (or any affiliate of the independent auditor) in connection with the provision of any prohibited tax service listed in Exhibit 1 to the Company or its affiliates, as the PCAOB has determined that such prohibited tax services would impair the independent auditor's independence.

The Audit Committee has pre-approved the Tax Services listed in Appendix C, provided that such services do not exceed the pre- approved fees set forth on Appendix C. All other Tax Services for the Company not listed in Appendix C must be specifically pre- approved by the Audit Committee, except to the extent covered by the delegation of authority under Section II above, provided that the independent auditor complies with any applicable rules and the following requirements to document the applicable Tax Services to the Audit Committee and to discuss such services with the Audit Committee.

As to all Tax Services for the Company, the independent auditor must: (1) describe in writing to the Audit Committee the scope of the proposed Tax Service, the proposed fee structure for the engagement and any agreement between the independent auditor and the Company and its affiliates relating to the proposed Tax Service; (2) describe in writing to the Audit Committee any compensation arrangement or other agreement, such as a referral agreement, a referral fee or fee-sharing arrangement, between the independent auditor or any of its affiliates and any person (other than the Company and its affiliates) with respect to the promoting, marketing or recommending of any transaction covered by the Tax Service; (3) discuss with the Audit Committee any potential effects of the proposed Tax Services on the independent auditor’s independence; and (4) document the substance of such discussions with the Audit Committee.

VI. ALL OTHER SERVICES

The Audit Committee may grant general pre-approval to those permissible non-audit services classified as All Other Services that it believes are routine and recurring services, and would not impair the auditor’s independence, provided such All Other Services may not include Audit Services referred to in Section III above or prohibited services referred to in Section VII below. The Audit Committee has pre-approved the All Other Services listed in Appendix D, provided that such services do not exceed the pre-approved fees set forth on Appendix D. Permissible All Other Services other than those listed in Appendix D must be specifically pre- approved by the Audit Committee, except to the extent covered by the delegation of authority under Section II above.

VII. PROHIBITED SERVICES

The Company will not retain its independent auditors for any services that are “prohibited services” as defined by applicable statutes or regulations, as may be in effect from time to time, including, without limitation, those services prohibited by Section 201(a) of the Sarbanes-Oxley Act of 2002 and the SEC's or the PCAOB's rules and regulations and such other rules and regulations as may be promulgated thereunder from time to time. Attached to this policy as Exhibit 1 is a list of the SEC’s and PCAOB's prohibited non- audit services, including prohibited tax services.

VIII. PRE-APPROVAL FEE LEVELS

Pre-approval fee levels for all services to be provided by the independent auditor will be established annually by the Audit Committee. Any services proposed to be provided by the independent auditors during a fiscal year exceeding these levels will require specific pre-approval by the Audit Committee.

IX. PROCEDURES

Requests or applications to provide services that require specific approval by the Audit Committee may be submitted to the Audit Committee by the independent auditor and any of the Company's Chief Financial Officer, Chief Accounting Officer and Corporate Controller or General Counsel.

Appendix A

Pre-Approved Audit Services for Fiscal Year 2020

Dated: November 7, 2019

Service	
1. Statutory audits or financial audits for subsidiaries of the Company	
2. Services associated with SEC registration statements, periodic reports and other documents filed with the SEC or other documents issued in connection with securities offerings (e.g., comfort letters, consents), and assistance in responding to SEC comment letters	**Total Pre-Approved Annual Fees for Pre-Approved Audit Services:**
3. Consultations by the Company's management as to the accounting or disclosure treatment of transactions or events and/or the actual or potential impact of final or proposed rules, standards or interpretations by the SEC, FASB, or other regulatory or standard setting bodies	**$250,000**

Appendix B

Pre-Approved Audit-Related Services for Fiscal Year 2020*

Dated: November 7, 2019

Service	
1. Due diligence services pertaining to potential business acquisitions/dispositions	
2. Financial statement audits of employee benefit plans	
3. Agreed-upon or expanded audit procedures related to accounting and/or billing records required to respond to or comply with financial, accounting or regulatory reporting matters	
4. Attest services and internal control reviews not required by statute or Regulation	
5. Audit work in connection with liquidations and contract terminations; legal entity dissolution/restructuring assistance; and inventory audits	**Total Pre-Approved Annual Fees for Pre-Approved Audit- Related Services:** **$200,000**

*The foregoing pre-approval of non-audit internal control services identified on this Appendix B is subject in all cases to compliance with Section IV of this Pre-Approval Policy, including without limitation, compliance with applicable rules to document the services to the Audit Committee and to discuss such services with the Audit Committee.

Pre-Approved Tax Services for Fiscal Year 2020*

Dated: November 7, 2019

Service	
1. U.S. federal, state and local tax compliance, including, without limitation, review of income, franchise and other tax returns	
2. International tax compliance, including, without limitation, review of income, franchise and other tax returns 3. U.S. federal, state and local tax advice, including, without limitation, general tax advisory services	
4. International tax advice, including, without limitation, intercompany pricing and advanced pricing agreement services, general tax advisory services and tax audits and appeals services	**Total Pre-Approved Annual Fees for Pre-Approved Tax Services:** **$675,000**

*The foregoing pre-approval of Tax Services identified on this Appendix C is subject in all cases to compliance with Section V of this Pre-Approval Policy, including without limitation, compliance with applicable rules to document the services to the Audit Committee and to discuss such services with the Audit Committee.

Appendix D

Pre-Approved All Other Services for Fiscal Year 2020

Dated: November 7, 2019

Service	**Total Pre-Approved Annual Fees for Pre- Approved All Other Services:**
All Other Services approved by the Chairman of the Audit Committee pursuant to Section II of this policy, provided that the independent auditor complies with any applicable rules and requirements of this Policy to document the services to the Audit Committee and to discuss such services with the Audit Committee (and in each case excluding Audit Services described in Section III and prohibited services described in Section VII).	**$35,000 per project**

Exhibit 1

I. PROHIBITED NON-AUDIT SERVICES

- Bookkeeping or other services related to the accounting records or financial statements of the audit client
- Financial information systems design and implementation*
- Appraisal or valuation services, fairness opinions or contribution-in-kind reports*
- Actuarial services*
- Internal audit outsourcing services*
- Management functions
- Human resources
- Broker-dealer, investment adviser or investment banking services
- Legal services
- Expert services unrelated to the audit

Each of these prohibited services is subject to applicable exceptions under the SEC's rules.

*Unless it is reasonable to conclude that the results of these services will not be subject to audit procedures during an audit of the audit client's financial statements.

II. PROHIBITED TAX SERVICES

The PCAOB has determined the following services to be "Prohibited Tax Services" for the independent auditor (including any affiliate of the independent auditor, as defined in PCAOB Rule 3501(a)(i)):

♦ any service or product by the independent auditor or any of its affiliates for the Company and its affiliates for a contingent fee or a commission, including any fee established for the sale of a product or the performance of any service pursuant to an arrangement in which no fee would be payable unless a specified finding or result is attained or the amount of the fee is otherwise dependent on the finding or result of such product or service, taking into account any rights to reimbursements, refunds or other repayments that could modify the amount received in a manner that make it contingent on a finding or result (excluding fees where the amount is fixed by courts or other public authorities and is not dependent on a finding or result), or the independent auditor or any of its affiliates receives, directly or indirectly, a contingent fee or commission;

♦ non-audit services by the independent auditor or any of its affiliates for the Company and its affiliates related to marketing, planning or opining in favor of the tax treatment of a "confidential transaction" as defined under PCAOB Rule 3501(c)(i) or an "aggressive tax position transaction" (including, without limitation, any transaction that is a "listed transaction" under applicable U.S. Treasury regulations) that was (i) initially recommended, directly or indirectly, by the independent auditor or another tax advisor with which the independent auditor has a formal agreement or other arrangement related to the promotion of such transactions, and (ii) a significant purpose of which is tax avoidance, unless the proposed tax treatment is at least more likely than not to be allowable under applicable tax laws; and

♦ tax services by the independent auditor or any of its affiliates for persons that serve in a financial reporting oversight role at the Company or its affiliates, including any employee who is in a position to, or does, exercise influence over the contents of the Company's financial statements or any employee who prepares the financial statements, including, without limitation, the Company's chief executive officer, president, chief financial officer, chief operating officer, general counsel, chief accounting officer, controller, director of internal audit, director of financial reporting, treasurer or any equivalent position, including for any immediate family member of such employees (being such employee's spouse, spousal equivalent and dependents), but excluding tax services for: (i) any person who serves in a financial reporting oversight role for the Company or its affiliates solely because such person serves as a member of the Board of Directors, the Audit Committee, any other Board committee or similar management or governing body of the Company or its affiliates (in each case who do not otherwise occupy an employment position in a financial oversight role); (ii) any person serving in a financial reporting oversight role at the Company or its affiliates only because of such person's relationship to an affiliate of the Company if such affiliate's financial statements (1) are not material to the Company's consolidated financial statements or (2) are audited by an auditor other than the Company's independent auditor or its associated persons; and (iii) employees who were not in a financial reporting oversight role for the Company or its affiliates before a hiring, promotion or other change in employment event and the tax services were provided by the independent auditor or any of its affiliates to such person pursuant to an engagement in process before the hiring, promotion or other change in employment event, provided that such tax services are completed on or before 180 days after the hiring or promotion event.

Last reviewed and updated as of November 7, 2019