REVLON INTERNATIONAL CORP
Form S-4/A
May 20, 2010

Table of Contents

As Filed with the Securities and Exchange Commission on May 20, 2010.
Registration Statement No. 333-166217

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

PRE-EFFECTIVE
AMENDMENT NO. 1
TO
Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933
REVLON CONSUMER PRODUCTS CORPORATION
***And the Guarantors listed below**
(Exact name of registrant as specified in its charter)

Delaware	**2844**	**13-3662953**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification No.)*

237 Park Avenue
New York, New York 10017
(212) 824-4000
(Address, including zip code, and telephone number, including area code, of registrant s principal executive offices)

Robert K. Kretzman, Esq.
Executive Vice President, Human Resources, Chief Legal Officer and General Counsel
Revlon Consumer Products Corporation
237 Park Avenue
New York, New York 10017
(212) 527-4000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications to:
Stacy J. Kanter, Esq.

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
(212) 735-3000
(212) 735-2000 (facsimile)

Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o Accelerated filer o Non-accelerated filer þ Smaller reporting company o
(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a) may determine.

Table of Contents

TABLE OF ADDITIONAL REGISTRANTS

Names of Additional Registrants*	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification Number
Revlon, Inc.	Delaware	2844	13-3662955
Almay, Inc.	Delaware	2844	13-3721920
Charles of the Ritz Group Ltd.	Delaware	2844	22-2813207
Charles Revson Inc.	New York	2844	13-2577534
Cosmetics & More Inc.	Delaware	2844	22-3697113
North America Revsale Inc.	New York	2844	13-1953730
PPI Two Corporation	Delaware	2844	13-3298307
Revlon Consumer Corp.	Delaware	2844	13-3745413
Revlon Development Corp.	Delaware	2844	48-1283986
Revlon Government Sales, Inc.	Delaware	2844	13-2893624
Revlon International Corporation	Delaware	2844	13-6157771
Revlon Real Estate Corporation	Delaware	2844	06-1519063
RIROS Corporation	New York	2844	13-4030700
RIROS Group Inc.	Delaware	2844	13-4034499

* Addresses and telephone numbers of principal executive offices are the same as those of Revlon Consumer Products Corporation described above.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is declared effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 20, 2010

PROSPECTUS

Revlon Consumer Products Corporation

Offer to exchange $330 million aggregate principal amount of 93/4% Senior Secured Notes Due 2015 (CUSIP Nos. U8000E AG4 and 761519 BA4) (which we refer to as the old notes) for $330 million aggregate principal amount of 93/4% Senior Secured Notes Due 2015 (CUSIP No. 761519 BB2) (which we refer to as the new notes) which have been registered under the Securities Act of 1933, as amended (the Securities Act), and fully and unconditionally guaranteed by the guarantors listed on page ii of this prospectus. When we use the term notes in this prospectus, the term includes the old notes and the new notes.

The exchange offer will expire at 5:00 p.m., New York City time, on , 2010 (the 30th day following the date of this prospectus), unless we extend the exchange offer.

Terms of the exchange offer:

- We will exchange new notes for all outstanding old notes that are validly tendered and not withdrawn prior to the expiration or termination of the exchange offer.
- You may withdraw tenders of old notes at any time prior to the expiration or termination of the exchange offer.
- The terms of the new notes are substantially identical to those of the outstanding old notes, except that the transfer restrictions and registration rights (including interest rate increases) relating to the old notes do not apply to the new notes.
- The exchange of old notes for new notes will not be a taxable transaction for U.S. federal income tax purposes. You should see the discussion under the caption Certain Material U.S. Federal Income Tax Considerations for more information.
- We will not receive any proceeds from the exchange offer.
- We issued the old notes in a transaction not requiring registration under the Securities Act, and as a result, their transfer is restricted. We are making the exchange offer to satisfy your registration rights, as a holder of the old notes.

We do not intend to list the new notes on any securities exchange or to seek approval for quotation through any automated quotation system.

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter

within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 210 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See Plan of Distribution.

See Risk Factors beginning on page 22 for a discussion of risks you should consider prior to tendering your outstanding old notes for exchange.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2010.

Table of Contents

Unless otherwise indicated or the context requires otherwise, the terms Products Corporation, the Company, we, our, ours and us refer to Revlon Consumer Products Corporation and its subsidiaries. However, in the descriptions of the notes and related matters, these terms refer solely to Revlon Consumer Products Corporation and not to any of its subsidiaries. Unless otherwise indicated or the context requires otherwise, the term Revlon refers to Revlon, Inc., our parent company.

Table of Contents

GUARANTORS

Revlon, Inc.
Almay, Inc.
Charles of the Ritz Group Ltd.
Charles Revson Inc.
Cosmetics & More Inc.
North America Revsale Inc.
PPI Two Corporation
Revlon Consumer Corp.
Revlon Development Corp.
Revlon Government Sales, Inc.
Revlon International Corporation
Revlon Real Estate Corporation
RIROS Corporation
RIROS Group Inc.

Table of Contents

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Securities and Exchange Commission, or the SEC, allows certain issuers, including Products Corporation and Revlon, to incorporate by reference information into a prospectus such as this one, which means that we can disclose important information about us by referring you to those documents that are considered part of this prospectus. Any statement contained in this prospectus or a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or therein, or in any other subsequently filed document that also is deemed to be incorporated herein or therein by reference, modifies or supersedes such statement. A statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference into this prospectus the documents set forth below that have been previously filed with the SEC, provided, however, that we are not incorporating any information furnished rather than filed on any Current Report on Form 8-K or Form 8-K/A:

The Annual Report on Form 10-K of Products Corporation for the fiscal year ended December 31, 2009 as filed with the SEC on February 25, 2010;

The Annual Report on Form 10-K of Revlon for the fiscal year ended December 31, 2009 as filed with the SEC on February 25, 2010;

The Definitive Proxy Statement on Schedule 14A of Revlon filed with the SEC on April 21, 2010;

The Quarterly Report on Form 10-Q of Products Corporation filed with the SEC on April 29, 2010;

The Quarterly Report on Form 10-Q of Revlon filed with the SEC on April 29, 2010;

The Current Reports on Form 8-K of Products Corporation filed with the SEC on March 11, 2010 and March 16, 2010;

The Current Reports on Form 8-K of Revlon filed with the SEC on January 8, 2010, March 11, 2010 and March 16, 2010; and

Any future filings Products Corporation or Revlon make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), until the exchange offer expires or is otherwise terminated.

WHERE YOU CAN FIND MORE INFORMATION

Products Corporation and Revlon file and furnish annual, quarterly and current reports and other information with the SEC. You may read and copy any reports or other information that they file or furnish with the SEC at the SEC s Public Reference Room located at Station Place, 100 F Street, N.E., Washington, D.C. 20549. You may also receive copies of these documents upon payment of a duplicating fee, by writing to the SEC s Public Reference Room. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room in Washington, D.C. and other locations. The SEC filings of Products Corporation and Revlon are also available to the public on the SEC s website (www.sec.gov).

This prospectus incorporates important business and financial information about us that is not included in or delivered with this document. This information is available without charge to security holders upon written or oral request to:

Investor Relations
Revlon Consumer Products Corporation
237 Park Avenue
New York, New York 10017
(212) 527-4000

In order to obtain timely delivery of such materials, you must request information from us no later than five business days prior to the expiration of the exchange offer.

Table of Contents

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that you should consider before exchanging your old notes for new notes. You should carefully read the entire prospectus, including the risk factors, the financial data and financial statements included or incorporated by reference herein and the other documents incorporated by reference in this prospectus.

Our Company

Our vision is glamour, excitement and innovation through high-quality products at affordable prices. We manufacture, market and sell an extensive array of cosmetics, women s hair color, beauty tools, anti-perspirants/deodorants, fragrances, skincare and other beauty care products. We are one of the world s leading cosmetics companies in the mass retail channel (as defined herein). We believe that our global brand name recognition, product quality and marketing experience have enabled us to create one of the strongest consumer brand franchises in the world. For the year ended December 31, 2009, we generated net sales of $1,295.9 million and income from continuing operations of $58.5 million.

Our products are sold worldwide and marketed under such brand names as **Revlon**, including the **Revlon ColorStay**, **Revlon Super Lustrous** and **Revlon Age Defying** franchises, as well as the **Almay** brand, including the **Almay Intense i-Color** and **Almay Smart Shade** franchises, in cosmetics; **Revlon ColorSilk** in women s hair color; **Revlon** in beauty tools; **Mitchum** in anti-perspirants/deodorants; **Charlie** and **Jean Naté** in fragrances; and **Ultima II** and **Gatineau** in skincare.

Our principal customers include large mass volume retailers and chain drug and food stores (collectively, the mass retail channel) in the U.S., as well as certain department stores and other specialty stores, such as perfumeries, outside the U.S. We also sell beauty products to U.S. military exchanges and commissaries and have a licensing business pursuant to which we license certain of our key brand names to third parties for complementary beauty-related products and accessories in exchange for royalties.

We were founded by Charles Revson, who revolutionized the cosmetics industry by introducing nail enamels matched to lipsticks in fashion colors over 75 years ago. Today, we have leading market positions in a number of our principal product categories in the U.S. mass retail channel, including color cosmetics (face, lip, eye and nail categories), women s hair color, beauty tools and anti-perspirants/deodorants. We also have leading market positions in several product categories in certain foreign countries, including Australia, Canada and South Africa.

Our Business Strategy

Our strategic goal is to profitably grow our business. The business strategies employed by us to achieve this goal are:

1. ***Building our strong brands.*** We continue to build our strong brands by focusing on innovative, high-quality, consumer-preferred brand offering; effective consumer brand communication; appropriate levels of advertising and promotion; and superb execution with our retail partners.

2. ***Developing our organizational capability.*** We continue to develop our organizational capability through attracting, retaining and rewarding highly capable people and through performance management, development planning, succession planning and training.

3. ***Driving our company to act globally.*** We continue to drive common global processes which are designed to provide the most efficient allocation of our resources.

4. ***Increasing our operating profit and cash flow.*** We continue to focus on increasing our operating profit and cash flow.

5. ***Improving our capital structure.*** We continue to improve our capital structure by focusing on strengthening our balance sheet and reducing debt.

Table of Contents

Recent Debt Reduction Transactions

We reduced our long-term indebtedness by $80.7 million during 2009 and extended the maturity on a significant portion of our long-term debt primarily as a result of the following transactions:

2006 Bank Term Loan Facility. In January 2009, we made a required quarterly amortization payment of $2.1 million under our 2006 Bank Term Loan Facility (as defined herein). In February 2009, we repaid $16.6 million in principal amount under our 2006 Bank Term Loan Facility pursuant to the requirement under the 2006 Bank Term Loan Agreement (as defined herein) to repay term loan indebtedness with 50% of our 2008 excess cash flow (as defined under such agreement), which repayment satisfied our required quarterly term loan amortization payments of $2.1 million per quarter that would otherwise have been due on April 15, 2009, July 15, 2009, October 15, 2009, January 15, 2010, April 15, 2010, July 15, 2010, October 15, 2010 and $1.9 million of the amortization payment otherwise due on January 15, 2011. At December 31, 2009, the principal amount outstanding under our 2006 Bank Term Loan Facility was $815.0 million.

On March 11, 2010, we refinanced our 2006 Bank Term Loan Facility with our new 2010 Bank Term Loan Facility (as defined herein). See Refinancing of our 2006 Bank Credit Facilities below.

Extension of the maturity of the Senior Subordinated Term Loan. In October 2009, Revlon consummated its voluntary exchange offer (the 2009 Equity Exchange Offer) in which Revlon issued to stockholders (other than MacAndrews & Forbes Holdings Inc. and its affiliates (MacAndrews & Forbes Holdings Inc. and, together with its affiliates other than Revlon and Products Corporation, MacAndrews & Forbes)) 9,336,905 shares of Series A preferred stock, par value $0.01 per share (the Preferred Stock), in exchange for the same number of shares of Class A Common Stock tendered for exchange in the 2009 Equity Exchange Offer.

Each share of the Preferred Stock issued in the 2009 Equity Exchange Offer has a liquidation preference of $5.21 per share and is entitled to receive a 12.75% annual dividend payable quarterly in cash and is mandatorily redeemable for $5.21 in cash on October 8, 2013. Each share of Preferred Stock entitles its holder to receive cash payments of approximately $7.87 over the four-year term of the Preferred Stock, through the quarterly payment of 12.75% annual cash dividends (subject to Revlon having sufficient surplus or net profits in accordance with Delaware law available to effect such payments) and a $5.21 per share liquidation preference at maturity (assuming Revlon does not engage in one of certain specified change of control transactions), subject to Revlon having sufficient surplus in accordance with Delaware law available to effect such payments.

Upon consummation of the 2009 Equity Exchange Offer, MacAndrews & Forbes contributed to Revlon $48.6 million of the $107.0 million aggregate outstanding principal amount of the Senior Subordinated Term Loan (the Senior Subordinated Term Loan) made by MacAndrews & Forbes to Products Corporation (the Contributed Loan), representing $5.21 of outstanding principal amount for each of the 9,336,905 shares of Revlon Class A Common Stock exchanged in the 2009 Equity Exchange Offer, and Revlon issued to MacAndrews & Forbes 9,336,905 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 Senior Subordinated Term Loan contributed to Revlon. Also upon consummation of the 2009 Equity Exchange Offer, the terms of the Senior Subordinated Term Loan Agreement dated as of January 30, 2008, between Products Corporation and MacAndrews & Forbes (the Senior Subordinated Term Loan Agreement), were amended:

- to extend the maturity date on the Contributed Loan which remains owing from us to Revlon from August 2010 to October 8, 2013;

- to change the annual interest rate on the Contributed Loan from 11% to 12.75%;

to extend the maturity date on the $58.4 million principal amount of the Senior Subordinated Term Loan which remains owing from us to MacAndrews & Forbes (the Non-Contributed Loan) from August 2010 to October 8, 2014; and

to change the annual interest rate on the Non-Contributed Loan from 11% to 12%.

Table of Contents

As of March 31, 2010, MacAndrews & Forbes beneficially owned in the aggregate 37,544,640 shares of Revlon Class A Common Stock. MacAndrews & Forbes is wholly-owned by Ronald O. Perelman. Mr. Perelman, through MacAndrews & Forbes, also beneficially owns all of the outstanding 3,125,000 shares of Revlon s Class B Common Stock. Based on such shares, as of March 31, 2010, MacAndrews & Forbes beneficially owned approximately 77% of Revlon s Class A Common Stock, 100% of Revlon s Class B Common Stock and approximately 78% of the combined Revlon Class A Common Stock and Class B Common Stock (representing approximately 77% of the combined voting power of Revlon s Class A and Class B Common Stock and Revlon s Preferred Stock), and beneficially owned approximately 67% of the combined Revlon Class A Common Stock, Class B Common Stock and Preferred Stock.

Refinancing of the 91/2% Senior Notes. In November 2009, we issued and sold $330.0 million in aggregate principal amount of the old notes in a private placement which was priced at 98.9% of par.

We used the $319.8 million of net proceeds from the old notes (net of original issue discount and underwriters fees), together with $42.6 million of other cash and borrowings under the 2006 Bank Revolving Credit Facility (as defined herein), to repay or redeem all of the $340.5 million aggregate principal amount outstanding of our 91/2% Senior Notes due April 1, 2011 (the 91/2% Senior Notes), plus an aggregate of $21.9 million for accrued interest, applicable redemption and tender premiums and fees and expenses related to refinancing the 91/2% Senior Notes, as well as the amendments to the 2006 Bank Credit Agreements (as defined herein) required to permit such refinancing to be conducted on a secured basis.

Prior to their complete refinancing in November 2009, we repurchased $49.5 million in aggregate principal amount of the 91/2% Senior Notes at an aggregate purchase price of $41.0 million, net of the write-off of the ratable portion of unamortized debt discounts and deferred financing fees resulting from such repurchases.

As a result of these transactions, all of our outstanding 91/2% Senior Notes have been refinanced. In addition, as a result of these transactions and the refinancing of the 2006 Bank Credit Facilities (see Refinancing of our 2006 Bank Credit Facilities below), we have no significant debt maturities prior to October 2013.

Refinancing of our 2006 Bank Credit Facilities

In December 2006, we entered into a 5-year, $840.0 million term loan facility (the 2006 Bank Term Loan Facility) pursuant to the term loan agreement, dated as of December 20, 2006, among Products Corporation, as borrower, the lenders party thereto, Citicorp USA, Inc. (CUSA), as administrative agent and collateral agent, Citigroup Global Markets Inc. (CGMI), as sole lead arranger and sole bookrunner, and JPMorgan Chase Bank, N.A. (JPMCB), as syndication agent (the 2006 Bank Term Loan Agreement). In December 2006, we also entered into a $160.0 million revolving credit agreement (the 2006 Bank Revolving Credit Agreement and, together with the 2006 Term Loan Agreement, the 2006 Bank Credit Agreements) that amended and restated our 2004 credit agreement (with such revolving credit facility being the 2006 Bank Revolving Credit Facility and, together with the 2006 Bank Term Loan Facility, the 2006 Bank Credit Facilities). The 2006 Bank Credit Facilities were scheduled to mature on January 15, 2012.

As part of our strategy to continue to improve our capital structure, on March 11, 2010 we consummated our previously-announced bank refinancing by refinancing our 2006 Bank Term Loan Facility with a new 5-year, $800.0 million term loan facility (the 2010 Bank Term Loan Facility) under a second amended and restated term loan agreement, dated as of March 11, 2010, among Products Corporation, as borrower, the lenders party thereto, CGMI, J.P. Morgan Securities Inc. (JPM Securities), Banc of America Securities LLC (BAS) and Credit Suisse Securities (USA) LLC (Credit Suisse), as joint lead arrangers, CGMI, JPM Securities, BAS, Credit Suisse and Natixis, New York Branch (Natixis), as joint bookrunners, JPMCB and Bank of America, N.A. as co-syndication agents, Credit

Suisse and Natixis as co-documentation agents, and CUSA, as administrative agent and collateral agent (the 2010 Bank Term Loan Agreement).

On March 11, 2010, we also refinanced our 2006 Bank Revolving Credit Facility, which had nil outstanding borrowings at December 31, 2009, with a 4-year, $140.0 million asset-based, multi-currency revolving credit

Table of Contents

facility (the 2010 Bank Revolving Credit Facility and, together with the 2010 Bank Term Loan Facility, the 2010 Bank Credit Facilities) under a second amended and restated revolving credit agreement, dated as of March 11, 2010, among Products Corporation, as borrower, the lenders party thereto, CGMI and Wells Fargo Capital Finance, LLC (WFS), as joint lead arrangers, CGMI, WFS, BAS, JPM Securities and Credit Suisse, as joint bookrunners, and CUSA, as administrative agent and collateral agent (the 2010 Bank Revolving Credit Agreement and, together with the 2010 Bank Term Loan Agreement, the 2010 Bank Credit Agreements).

The 2010 Bank Term Loan Facility extended the maturity of our 2006 Bank Term Loan Facility to March 11, 2015 and the 2010 Bank Revolving Credit Facility extended the maturity of our 2006 Bank Revolving Credit Facility to March 11, 2014.

We used the approximately $786 million of proceeds from the 2010 Bank Term Loan Facility, which was drawn in full on the March 11, 2010 closing date and issued to lenders at 98.25% of par, plus approximately $31 million of available cash and approximately $20 million drawn on the 2010 Bank Revolving Credit Facility to refinance in full the approximately $815 million of outstanding indebtedness under our 2006 Bank Term Loan Facility, to pay approximately $7 million of accrued interest and to pay approximately $15 million of fees and expenses incurred in connection with consummating the refinancing, of which approximately $9 million was capitalized.

Our Strengths

Broad Beauty Care Brand Portfolio with Leading Retail Share Positions. We believe that our global brand name recognition, product quality and marketing experience have enabled us to create one of the strongest consumer brand franchises in the world. Our products are sold worldwide and marketed under such brand names as **Revlon**, including the **Revlon ColorStay**, **Revlon Super Lustrous** and **Revlon Age Defying** franchises, as well as the **Almay** brand, including the **Almay Intense i-Color** and **Almay Smart Shade** franchises, in cosmetics; **Revlon ColorSilk** in women s hair color; **Revlon** in beauty tools; **Mitchum** in anti-perspirants/deodorants; **Charlie** and **Jean Naté** in fragrances; and **Ultima II** and **Gatineau** in skincare.

Strong and Diversified International Business. Our products are sold worldwide, and we have leading market positions in several product categories in certain foreign countries, including Australia, Canada and South Africa. In 2008 and 2009, our international operations generated net sales of $564.2 million and $548.0 million, respectively, which represented approximately 42% of both our 2008 and 2009 worldwide consolidated net sales. Based on our 2008 and 2009 net sales, Asia Pacific and Africa represented approximately 47% and 49%, respectively, of our international net sales; Europe, which was comprised of Europe, Canada and the Middle East, represented approximately 36% and 31%, respectively, of our international net sales; and Latin America, which is comprised of Mexico, Central America and South America, represented approximately 17% and 20%, respectively, of our international net sales.

Developing and Marketing Innovative Products. We continue to build our strong brands by focusing on innovative, high-quality, consumer-preferred brand offering; effective consumer brand communication; appropriate levels of advertising and promotion; and superb execution with our retail partners. In meeting the needs of consumers seeking new, innovative products, we introduced several new products in the second half of 2009, featuring first-to-market breakthrough technologies in **Revlon** and **Almay** color cosmetics, including **Revlon ColorStay Ultimate** liquid lipstick, **Revlon DoubleTwist** mascara, **Revlon ColorStay** Mineral Mousse makeup and **Almay Smart Shade Smart Balance** makeup. For the first half of 2010, we have introduced several exciting new products in **Revlon** and **Almay** color cosmetics, **Revlon Beauty Tools** and **Mitchum**. These launches include several new technologies and on-trend shades that are a hallmark of **Revlon** s color authority, including **Revlon PhotoReady** makeup and **Revlon ColorBurst** lipstick. The first-half of 2010 product offerings were available in retail stores beginning in January 2010.

Well-Developed Relationships with Retail Partners. We have long-established and well-developed relationships with our retail partners around the world. We work closely with our retail partners to ensure that we have the appropriate product offering for our consumers. These relationships enhance our ability to successfully and profitably grow our business globally.

Table of Contents

Strong Management Team. We have a dedicated and experienced management team. In April 2009 we announced a planned leadership transition to ensure that we have highly capable executives to continue to strategically lead our business. We believe that under the leadership of Alan T. Ennis, our President and Chief Executive Officer; David L. Kennedy, our Vice Chairman; Chris Elshaw, our Executive Vice President and Chief Operating Officer; Robert K. Kretzman, our Executive Vice President, Human Resources, Chief Legal Officer and General Counsel; and Steven Berns, our Executive Vice President and Chief Financial Officer, we have made significant progress in the execution of our established business strategy, including the significant improvement in our operating profit margins and cash flows. In addition, we also formed an Office of the Vice Chairman, consisting of Messrs. Kennedy, Ennis and Elshaw, to oversee our strategic development.

Additional Information

Our principal executive offices are located at 237 Park Avenue, New York, New York 10017. Our telephone number at such principal location is (212) 527-4000.

Table of Contents

SUMMARY DESCRIPTION OF THE EXCHANGE OFFER

On November 23, 2009, Products Corporation completed the private placement of $330,000,000 aggregate principal amount of the old notes. As part of that offering, Products Corporation entered into a registration rights agreement with the initial purchasers of the old notes, dated as of November 23, 2009, in which it agreed, among other things, to use its reasonable best efforts to deliver this prospectus to you and to complete an exchange offer for the old notes. Below is a summary of the exchange offer.

Old Notes	$330 million aggregate principal amount of 93/4% senior secured notes due 2015.
New Notes	Up to $330 million aggregate principal amount of 93/4% senior secured notes due 2015, the issuance of which has been registered under the Securities Act. The form and terms of the new notes are identical in all material respects to those of the old notes, except that the transfer restrictions and registration rights (including interest rate increases) relating to the old notes do not apply to the new notes.
Exchange Offer	We are offering to issue up to $330 million aggregate principal amount of the new notes in exchange for a like principal amount of the old notes to satisfy our obligations under the registration rights agreement that was executed when the old notes were issued in a transaction in reliance upon the exemption from registration provided by Rule 144A and Regulation S of the Securities Act. Old notes may be tendered in minimum denominations of principal amount of $2,000 and integral multiples of $1,000. We will issue the new notes promptly after expiration of the exchange offer. See The Exchange Offer Terms of the Exchange; Period for Tendering Old Notes.
Expiration Date; Tenders	The exchange offer will expire at 5:00 p.m., New York City time, on , 2010 (the 30th day following the date of this prospectus), unless extended in our sole discretion. By tendering your old notes, you represent to us that: any new notes you receive in the exchange offer are being acquired by you in the ordinary course of your business; neither you nor anyone receiving new notes from you, has any arrangement or understanding with any person to participate in a distribution of the old notes or the new notes, as defined in the Securities Act; you are not our affiliate, as defined in Rule 405 under the Securities Act or, if you are, you acknowledge that you must comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable; if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, a distribution of the new notes;

you are not holding old notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering; and

if you are a broker-dealer, you will receive new notes for your own account in exchange for old notes that were acquired by you as a result of your market-making activities or other trading activities, and you will deliver a prospectus in connection with any resale of the new notes you receive. For further information regarding resales

Table of Contents

	of the new notes by participating broker-dealers, see the discussion under the caption Plan of Distribution.
Withdrawal; Non-Acceptance	You may withdraw any old notes tendered in the exchange offer at any time prior to 5:00 p.m., New York City time, on , 2010. If we decide for any reason not to accept any old notes tendered for exchange, the old notes will be returned to the registered holder at our expense promptly after the expiration or termination of the exchange offer. In the case of the old notes tendered by book-entry transfer into the exchange agent s account at The Depository Trust Company (DTC), any withdrawn or unaccepted old notes will be credited to the tendering holder s account at DTC. For further information regarding the withdrawal of tendered old notes, see The Exchange Offer Terms of the Exchange Offer; Period for Tendering Old Notes and the The Exchange Offer Withdrawal Rights.
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, which we may waive. See the discussion below under the caption The Exchange Offer Conditions to the Exchange Offer for more information regarding the conditions to the exchange offer.
Procedures for Tendering the Old Notes	You must do the following on or prior to the expiration or termination of the exchange offer to participate in the exchange offer: tender your old notes by sending the certificates for your old notes, in proper form for transfer, a properly completed and duly executed letter of transmittal, with any required signature guarantees, and all other documents required by the letter of transmittal, to U.S. Bank National Association, as exchange agent, at one of the addresses listed below under the caption The Exchange Offer Exchange Agent; or tender your old notes by using the book-entry transfer procedures described below and transmitting a properly completed and duly executed letter of transmittal, with any required signature guarantees, or an agent s message instead of the letter of transmittal, to the exchange agent. In order for a book-entry transfer to constitute a valid tender of your old notes in the exchange offer, U.S. Bank National Association, as exchange agent, must receive a confirmation of book-entry transfer of your old notes into the exchange agent s account at DTC prior to the expiration or termination of the exchange offer. For more information regarding the use of book-entry transfer procedures, including a description of the required agent s message, see the discussion below under the caption The Exchange Offer Book-Entry Transfers.
Special Procedures for Beneficial Owners	If you are a beneficial owner whose old notes are registered in the name of the broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes in the exchange offer, you should promptly contact the person in whose name the old notes are registered and instruct that person to tender on your behalf. If you wish to tender in the exchange offer on your own behalf, prior to completing and executing

the letter of transmittal and delivering your old notes, you must either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly

Table of Contents

	completed bond power from the person in whose name the old notes are registered.
Certain Material U.S. Federal Income Tax Considerations	The exchange of the old notes for new notes in the exchange offer will not be a taxable transaction for United States federal income tax purposes. See the discussion under the caption Certain Material U.S. Federal Income Tax Considerations for more information regarding the tax consequences to you of the exchange offer.
Use of Proceeds	We will not receive any proceeds from the exchange offer.
Exchange Agent	U.S. Bank National Association is the exchange agent for the exchange offer. You can find the address and telephone number of the exchange agent below under the caption The Exchange Offer Exchange Agent.
Resales	Based on interpretations by the staff of the SEC as set forth in no-action letters issued to the third parties, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act. However, you will not be able to freely transfer the new notes if: you are our affiliate, as defined in Rule 405 under the Securities Act; you are not acquiring the new notes in the exchange offer in the ordinary course of your business; you are participating or intend to participate, or have an arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the new notes, you will receive in the exchange offer; you are holding old notes that have or are reasonably likely to have the status of an unsold allotment in the initial offering; or you are a participating broker-dealer that received new notes for its own account in the exchange offer in exchange for old notes that were acquired as a result of market-making activities or other trading activities. If you fall within one of the exceptions listed above, you cannot rely on the applicable interpretations of the staff of the SEC and you must comply with the applicable registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction involving the new notes. See the discussion below under the caption The Exchange Offer Procedures for Tendering Old Notes for more information.
Broker-Dealer	Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading

activities, must acknowledge that it will deliver a prospectus in connection with any resale of new notes. See Plan of Distribution.

Table of Contents

Furthermore, a broker-dealer that acquired any of its old notes directly from us:

- may not rely on the applicable interpretations of the staff or the SEC s position contained in Exxon Capital Holdings Corp., SEC no-action letter (Apr. 13, 1988); Morgan Stanley & Co. Inc., SEC no-action letter (June 5, 1991); or Shearman & Sterling, SEC no-action letter (July 2, 1993); and

- must also be named as a selling security holder in connection with the registration and prospectus delivery requirements of the Securities Act relating to any resale transaction.

Registration Rights Agreement

When the old notes were issued, we entered into a registration rights agreement with the initial purchasers of the old notes. Under the terms of the registration rights agreement, we agreed to use our reasonable best efforts to file with the SEC and cause to become effective, a registration statement relating to an offer to exchange the old notes for the new notes.

If we do not complete the exchange offer within 270 days of the date of issuance of the old notes (i.e. by August 20, 2010) the interest rate borne by the old notes will be increased at a rate of 0.25% per annum every 90 days (but shall not exceed 0.50% per annum) until the exchange offer is completed.

Under some circumstances set forth in the registration rights agreement, holders of old notes, including holders who are not permitted to participate in the exchange offer or who may not freely sell new notes received in the exchange offer, may require us to file and cause to become effective, a shelf registration statement covering resales of the old notes by these holders.

A copy of the registration rights agreement is incorporated by reference as an exhibit to the registration statement of which this prospectus is a part. See Description of the New Notes Registration Rights and Additional Interest.

Table of Contents

Consequences of Not Exchanging Your Old Notes

If you do not exchange your old notes in the exchange offer, your old notes will continue to be subject to the restrictions on transfer described in the legend on the certificate for your old notes. In general, you may offer or sell your old notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the old notes under the Securities Act. Under some circumstances, however, holders of the old notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell new notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of old notes by these holders. For more information regarding the consequences of not tendering your old notes and our obligation to file a shelf registration statement, see The Exchange Offer Consequences of Exchanging or Failing to Exchange Old Notes and Description of the New Notes Registration Rights and Additional Interest.

Table of Contents

SUMMARY DESCRIPTION OF THE NEW NOTES

The terms of the new notes and those of the outstanding old notes are substantially identical, except that the transfer restrictions and registration rights (including interest rate increases) relating to the old notes do not apply to the new notes. When we use the term notes in this prospectus, the term includes the old notes and the new notes. For a more detailed description of the new notes, see Description of the New Notes.

Notes Offered	Up to $330 million aggregate principal amount of 93/4% senior secured notes due 2015.
Maturity Date	November 15, 2015.
Interest Payment Dates	May 15 and November 15 of each year, beginning May 15, 2010.
Guarantees	The new notes will be fully and unconditionally guaranteed on a senior secured basis by Revlon, our parent company, and our current domestic subsidiaries (other than certain immaterial subsidiaries) that guarantee our old notes and our obligations under our 2010 Bank Credit Agreements and certain future domestic subsidiaries that may guarantee our obligations under our 2010 Bank Credit Agreements. See Description of the New Notes General Guarantees. For the year ended December 31, 2009, our non-guarantor subsidiaries represented, on a consolidated basis, approximately $500.9 million, or 38.7%, of our total net sales and approximately $21.2 million, or 36.1%, of our total net income. In addition, as of December 31, 2009, our non-guarantor subsidiaries represented, on a consolidated basis, 63.4% of our total assets, or 27.2% of our total assets (excluding intercompany assets), and approximately $141.9 million, or 7.8%, of our outstanding indebtedness and other liabilities (excluding intercompany liabilities), to which the new notes and the guarantees would have been structurally subordinated. The value of these assets does not include the value of our internally developed intellectual property, including the Revlon brand.
Security	As with the old notes and the related guarantees, the new notes and the guarantees will be secured, subject to certain exceptions and permitted liens, by second-priority liens on the Term Loan Collateral (as defined herein) and by third-priority liens on the Multi-Currency Collateral (as defined herein). See Description of the New Notes Security for the New Notes.
Ranking	As with the old notes, the new notes will: be our senior obligations; rank senior in right of payment to any of our future subordinated obligations;

be pari passu in right of payment with all of our existing and future senior indebtedness;

be secured, together with the Multi-Currency Secured Obligations (as defined herein) (on an equal and ratable basis), by a second-priority lien on the Term Loan Collateral, subject to a first-priority lien securing the Term Loan Secured Obligations (as defined herein) and other permitted liens, and therefore will be effectively subordinated to the Term Loan Secured Obligations and any other obligations secured by first-priority permitted liens on the Term Loan

Table of Contents

Collateral (which could include indebtedness that refinances the Multi-Currency Secured Obligations) to the extent that the value of the Term Loan Collateral does not exceed the aggregate amount of such obligations;

be secured by a third-priority lien on the Multi-Currency Collateral, subject to a first-priority lien securing the Multi-Currency Secured Obligations and a second-priority lien securing the Term Loan Secured Obligations and other permitted liens, and therefore will be effectively subordinated to the Multi-Currency Secured Obligations, the Term Loan Secured Obligations and any other obligations secured by first-priority or second-priority permitted liens on the Multi-Currency Collateral to the extent that the value of the Multi-Currency Collateral does not exceed the aggregate amount of such obligations;

be fully and unconditionally guaranteed by the subsidiary guarantors on a senior secured basis;

be fully and unconditionally guaranteed by Revlon, our parent company, on a senior basis, secured by a pledge of the Term Loan Collateral consisting of our capital stock; and

be effectively subordinated to any indebtedness or other liabilities, including trade payables, of our non-guarantor subsidiaries.

As with the old notes and the related guarantees, each guarantee of the new notes by a guarantor will:

be a senior obligation of each guarantor;

rank senior in right of payment to any future subordinated obligations of such guarantor;

be pari passu in right of payment with all existing and future senior indebtedness of such guarantor;

in the case of subsidiary guarantees and the guarantee of the new notes by Revlon, be secured, together with the Multi-Currency Secured Obligations (on an equal and ratable basis), by a second-priority lien on the Term Loan Collateral, subject to a first-priority lien securing the Term Loan Secured Obligations and other permitted liens, and therefore will be effectively subordinated to the Term Loan Secured Obligations and any other obligations secured by first-priority permitted liens on the Term Loan Collateral (which could include indebtedness that refinances the Multi-Currency Secured Obligations) to the extent that the value of the Term Loan Collateral does not exceed the aggregate amount of such obligations; and

in the case of subsidiary guarantees, be secured by a third-priority lien on the Multi-Currency Collateral of such Subsidiary Guarantor, subject to a first-priority lien securing the Multi-Currency Secured Obligations and a second-priority lien securing the Term Loan Secured Obligations and other Permitted Liens and therefore will be effectively subordinated to the Multi-Currency Secured Obligations, the Term Loan Secured Obligations and any other obligations secured by first-priority or second-priority permitted liens on the

Table of Contents

	Multi-Currency Collateral to the extent that the value of the Multi-Currency Collateral does not exceed the aggregate amount of such obligations.
Optional Redemption	On or after November 15, 2012, we will have the right to redeem all or some of the new notes at the redemption prices described in this prospectus, plus accrued and unpaid interest, if any, to the applicable date of redemption. At any time prior to November 15, 2012, we may on any one or more occasions redeem some or all of the new notes, at a redemption price equal to 100% of the principal amount of the new notes redeemed plus the applicable premium, plus accrued and unpaid interest, if any, on the new notes redeemed, to the applicable date of redemption. In addition, prior to November 15, 2012, we may redeem from time to time up to 35% of the aggregate principal amount of the new notes at a redemption price equal to 109.750%, plus accrued and unpaid interest, if any, with the proceeds of certain equity offerings. See Description of the New Notes Optional Redemption.
Change of Control Offer	If a change of control occurs, the holders of the new notes will have the right to require us to purchase their new notes, in whole or in part, at a repurchase price of 101% of the principal amount, plus accrued and unpaid interest, if any. See Description of the New Notes Change of Control.
Certain Covenants	The indenture governing the new notes contains covenants that, among other things, with certain exceptions, limit: our ability to issue additional debt and redeemable stock; our ability and the ability of our subsidiaries to incur certain liens; the ability of our subsidiaries to issue debt and preferred stock; our ability and the ability of our subsidiaries to pay dividends on capital stock and our ability to redeem capital stock; our ability and the ability of our subsidiaries to make investments; the sale of our assets and subsidiary stock; our ability and the ability of our subsidiaries to enter into transactions with affiliates; and consolidations, mergers and transfers of all or substantially all of our assets.

	The indenture also prohibits certain restrictions on distributions from subsidiaries. These covenants are subject to important exceptions and qualifications, which are described in the Description of the New Notes section of this prospectus.
Trading	The new notes generally will be freely tradable but will also be a new issue of securities for which there is currently no established trading market. An active or liquid market may not develop for the new notes or, if developed, be maintained. We have not applied, and do not intend

Table of Contents

	to apply, for the listing of the new notes on any exchange or automated dealer quotation system.
Risk Factors	See Part I, Item 1A, Risk Factors, and Part II, Item 7, Management s Discussion and Analysis of Financial Condition and Results of Operations, in the Annual Reports on Form 10-K of Products Corporation and of Revlon for the year ended December 31, 2009, each of which is incorporated by reference in this prospectus. See Incorporation of Certain Documents by Reference. For a discussion of significant risk factors applicable to the new notes and the exchange offer, see Risk Factors beginning on page 22 of this prospectus. You should carefully consider the information under Risk Factors and all other information in this prospectus and in the documents incorporated herein by reference before tendering any old notes and participating in the exchange offer.

Table of Contents

SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA OF PRODUCTS CORPORATION

The summary historical and other financial data as of December 31, 2005, 2006, 2007, 2008 and 2009 and for each of the years in the five-year period ended December 31, 2009 and the balance sheet data as of December 31, 2005, 2006, 2007, 2008 and 2009 are derived from Products Corporation s consolidated financial statements, which have been audited by an independent registered public accounting firm. The summary historical and other financial data for the three-month period ended March 31, 2009 and 2010 and the balance sheet data as of March 31, 2010 are derived from Products Corporation s unaudited consolidated financial statements. Results from the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the full year 2010. The summary historical and other financial data should be read in conjunction with Products Corporation s consolidated financial statements and the related notes to those consolidated financial statements and Management s Discussion and Analysis of Financial Condition and Results of Operations in the Annual Report on Form 10-K of Products Corporation for the year ended December 31, 2009 and in the Quarterly Report on Form 10-Q of Products Corporation for the three months ended March 31, 2010. See Incorporation of Certain Documents by Reference.

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009(f)	2010(g)
	(In millions, except per share amounts)					(Unaudited)	
Net sales	$ 1,303.5	$ 1,298.7	$ 1,367.1	$ 1,346.8	$ 1,295.9	$ 303.3	$ 305.5
Gross profit	810.5	771.0	861.4	855.9	821.2	192.3	196.8
Selling, general and administrative expenses	738.7	789.0	728.7	701.6	619.6	158.5	149.7
Restructuring costs and other, net	1.5	27.4	7.3	(8.4)	21.3	0.5	
Operating income (loss)	70.3	(45.4)	125.4	162.7	180.3	33.3	47.1
Interest expense	129.5	147.7	135.6	119.7	93.0	24.1	22.9
Amortization of debt issuance costs	6.9	7.5	3.3	5.6	5.5	1.4	1.4
Loss (gain) on early extinguishment of debt, net	9.0(h)	23.5	0.1	0.7	5.8	(7.0)	9.7
Foreign currency losses (gains), net	0.5	(1.5)	(6.8)	0.1	8.9	2.4	3.8
(Loss) income from continuing operations	(79.4)	(245.3)	(11.9)	21.0	58.5	14.5	4.2
Income from discontinued operations	1.6	0.8	2.9	44.8	0.3		
Net (loss) income	(77.8)	(244.5)	(9.0)	65.8	58.8	14.5	4.2

	Year Ended December 31,					Three Months
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2010(g)
	(In millions, except per share amounts)					(Unaudited)

	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	Ended March 31, 2010(g)
				(In millions)		(Unaudited)
Balance Sheet Data:						
Total current assets	$ 596.7	$ 500.1	$ 496.4	$ 457.4	$ 446.3	$ 418.5
Total non-current assets	451.7	443.9	413.3	384.9	384.2	388.5
Total assets	$ 1,048.4	$ 944.0	$ 909.7	$ 842.3	$ 830.5	$ 807.0
Total current liabilities	$ 470.5	$ 377.1	$ 348.7	$ 322.9	$ 305.2	$ 303.7
Total non-current liabilities	1,669.1	1,784.5	1,622.6	1,602.8	1,519.1	1,486.3
Total liabilities	$ 2,139.6	$ 2,161.6	$ 1,971.3	$ 1,925.7	$ 1,824.3	$ 1,790.0
Total indebtedness	$ 1,418.4	$ 1,506.9	$ 1,440.6	$ 1,329.6	$ 1,248.7	$ 1,232.2
Total stockholder s deficiency	(1,091.2)	(1,217.6)	(1,061.6)	(1,083.4)	(993.8)	(983.0)

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009	2010
Ratio of earnings to fixed charges	0.5	(i)	1.0	1.3	1.6	1.5	1.4

Table of Contents

(a) Results for 2005 include expenses of approximately $44 million in incremental returns and allowances and approximately $7 million in accelerated amortization cost of certain permanent displays related to the launch of **Vital Radiance** and the re-stage of the **Almay** brand.

(b) Results for 2006 include charges of $9.4 million in connection with the departure of Mr. Jack Stahl, our former President and Chief Executive Officer, in September 2006 (including $6.2 million for severance and related costs and $3.2 million for the accelerated amortization of Mr. Stahl s unvested options and unvested restricted stock), $60.4 million in connection with the discontinuance of the **Vital Radiance** brand and restructuring charges of approximately $27.6 million in connection with the restructurings announced in 2006 (the 2006 Programs).

(c) Results for 2007 include restructuring charges of approximately $4.4 million and $2.9 million in connection with the 2006 Programs and the restructurings announced in 2007 (the 2007 Programs), respectively. The $4.4 million of restructuring charges associated with the 2006 Programs were primarily for employee severance and other employee-related termination costs principally relating to a broad organizational streamlining. The $2.9 million of restructuring charges associated with the 2007 Programs were primarily for employee severance and other employee-related termination costs relating principally to the closure of our facility in Irvington, New Jersey and other employee-related termination costs relating to personnel reductions in our information management function and our sales force in Canada.

(d) Results for 2008 include a $5.9 million gain from the sale of a non-core trademark during the first quarter of 2008, and a net $4.3 million gain related to the sale of the Mexico facility (which is comprised of a $7.0 million gain on the sale, partially offset by related restructuring charges of $1.1 million, $1.2 million of SG&A and cost of sales and $0.4 million of taxes). In addition, results for 2008 also include various other restructuring charges of approximately $3.8 million. The results of discontinued operations for 2008 included a one-time gain from the disposition of the non-core Bozzano business and certain other non-core brands, including Juvena and Aquamarine, which were sold in the Brazilian market, of $45.2 million.

(e) Results for 2009 include: (1) a $20.8 million charge related to the worldwide organizational restructuring announced in May 2009 (the May 2009 Program), which involved consolidating certain functions; reducing layers of management, where appropriate, to increase accountability and effectiveness; streamlining support functions to reflect the new organizational structure; and further consolidating our office facilities in New Jersey; and (2) a $5.8 million net loss on early extinguishment of debt in 2009 primarily due to a $13.5 million loss resulting from applicable redemption and tender premiums and the net write-off of unamortized debt discounts and deferred financing fees in connection with the refinancing of the 91/2% Senior Notes in November 2009, partially offset by a $7.7 million gain on repurchases of an aggregate principal amount of $49.5 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $41.0 million, which is net of the write-off of the ratable portion of unamortized debt discounts and deferred financing fees resulting from such repurchases.

(f) Results for the three months ended March 31, 2009 include a $7.0 million gain on the repurchase of an aggregate principal amount of $23.9 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $16.5 million, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees resulting from such repurchase.

(g) Results for the three months ended March 31, 2010 include a $9.7 million loss on the extinguishment of debt as a result of the refinancing of the 2006 Bank Credit Facilities in March 2010, primarily due to $5.9 million of fees and expenses which were expensed as incurred in connection with such refinancing, as well as the write-off of

$3.8 million of unamortized deferred financing fees in connection with such refinancing.

(h) The loss on early extinguishment of debt for 2005 includes: (i) a $5.0 million prepayment fee related to the prepayment in March 2005 of $100.0 million of indebtedness outstanding under the 2004 term loan facility of the 2004 credit agreement with a portion of the proceeds from the issuance of Products Corporation s 91/2% Senior Notes (which notes were fully refinanced in November 2009); and (ii) the aggregate $1.5 million loss on the redemption of all of Products Corporation s 81/8% Senior Notes and 9% Senior Notes in April 2005, as well as the write-off of the portion of deferred financing costs related to such prepaid amount.

(i) For the year ended December 31, 2006, earnings were insufficient to cover fixed charges, therefore the ratio of earnings to fixed charges is not a relevant measure for this period.

Table of Contents

SUMMARY UNAUDITED PRO FORMA FINANCIAL DATA OF PRODUCTS CORPORATION

The Summary Pro Forma Data gives pro forma effect as described below to the following transactions:

- in connection with consummating the 2009 Equity Exchange Offer, the amendment of the terms of the Senior Subordinated Term Loan Agreement to extend the maturity date on the $48.6 million Contributed Loan from August 2010 to October 8, 2013, to change the annual interest rate on the Contributed Loan from 11% to 12.75%, to extend the maturity date on the $58.4 million principal amount of the Non-Contributed Loan from August 2010 to October 8, 2014 and to change the annual interest rate on the Non-Contributed Loan from 11% to 12% (such transactions are referred to as the 2009 Equity Exchange Offer Transactions);

- the repurchases from January through October 2009 of an aggregate principal amount of $49.5 million of the 91/2% Senior Notes for $41.0 million of cash (prior to their complete refinancing in November 2009). As a result of these repurchases, we recorded a gain of $7.7 million, which is net of the write off of the ratable portion of unamortized debt discount and deferred financing fees (such transactions are referred to as the 2009 Repurchase Transactions); and

- the offering of the old notes and the related refinancing and repayment of our existing 91/2% Senior Notes (the November 2009 Transactions and, together with the 2009 Equity Exchange Offer Transactions and the 2009 Repurchase Transactions, the 2009 Financing Transactions). As a result of the November 2009 Transactions we recorded a $13.5 million loss on the early extinguishment of debt.

The Pro Forma Statement of Operations Data for the year ended December 31, 2009 shows the pro forma effect of the 2009 Financing Transactions as if such transactions had been consummated on January 1, 2009.

The Statement of Operations for the three months ended March 31, 2010 include the 2009 Financing Transactions, therefore there are no pro forma adjustments for such period.

The Pro Forma Statement of Operations Data for the year ended December 31, 2009 does not include adjustments for the pro forma effect of the refinancing of our 2006 Bank Credit Facilities, as such refinancing occurred in March 2010. See Refinancing of our 2006 Bank Credit Facilities beginning on page 3. If the Pro Forma Statement of Operations Data for the year ended December 31, 2009 included adjustments for the pro forma effect of the refinancing of our 2006 Bank Credit Facilities, the refinancing of our 2006 Bank Credit Facilities would have increased interest expense due to higher weighted average borrowing rates. In addition, if the Pro Forma Statement of Operations Data had been prepared for the three months ended March 31, 2010 and included adjustments for the pro forma effect of the refinancing of our 2006 Bank Credit Facilities, the refinancing of our 2006 Bank Credit Facilities would have increased interest expense due to higher weighted average borrowing rates and the loss on the early extinguishment of debt due to the refinancing of our 2006 Bank Credit Facilities would have been reversed.

The 2009 Financing Transactions and the refinancing of our 2006 Bank Credit Facilities have been fully reflected on the Balance Sheet at March 31, 2010 and, therefore, did not have a pro forma impact on such Balance Sheet.

The adjustments reflected in the unaudited pro forma condensed financial statements are based upon available information and certain estimates and assumptions. Actual results may differ from the pro forma adjustments and from the estimates and assumptions used. We believe that the estimates and assumptions used provide a reasonable basis for presenting the effects of the 2009 Financing Transactions. We also believe that the pro forma adjustments give appropriate effect to these estimates and assumptions and are applied in conformity with U.S. generally accepted accounting principles.

The pro forma adjustments made in connection with the development of the pro forma information do not purport to be indicative of our results of continuing operations or our financial position that actually would have occurred had such transactions been consummated on the aforementioned dates. The pro forma financial data is not intended to indicate the results that may be expected for any future period.

Table of Contents

The pro forma financial data should be read in conjunction with our consolidated financial statements and the notes to those financial statements included in the documents incorporated by reference in this prospectus. See Incorporation of Certain Documents by Reference.

PRO FORMA INCOME STATEMENT

	Year Ended December 31, 2009		
	As Reported	Adjustments Related to the 2009 Financing Transactions(a)	Pro Forma 2009 Financing Transactions
		(Dollars in millions)	(Unaudited)
Net sales	$ 1,295.9	$	$ 1,295.9
Cost of sales	474.7		474.7
Gross profit	821.2		821.2
Selling, general and administrative	619.6		619.6
Restructuring costs and other, net	21.3		21.3
Operating (loss) income	180.3		180.3
Other expenses (income):			
Interest expense	93.0	(1.9)	91.1
Interest income	(0.5)		(0.5)
Amortization of debt issuance costs	5.5	(0.3)	5.2
Loss on early extinguishment of debt, net	5.8	(5.8)	
Foreign currency losses, net	8.9		8.9
Miscellaneous, net	1.0		1.0
Other expenses, net	113.7	(8.0)	105.7
Income before taxes	66.6	8.0	74.6
Provision from income taxes	(8.1)	(0.1)	(8.2)
Income from continuing operations	$ 58.5	$ 7.9	$ 66.4
Ratio of earnings to fixed charges(b)	1.6		1.7

(a) Reflects the pro forma effect of the 2009 Financing Transactions. The adjustments primarily include:

the reversal of the $5.8 million net loss on early extinguishment of debt, which is comprised of a $13.5 million loss resulting from applicable redemption and tender premiums and the net write-off of unamortized debt

discounts and deferred financing fees in connection with the November 2009 Transactions, partially offset by a $7.7 million gain on repurchases resulting from the 2009 Repurchase Transactions;

a $1.9 million net decrease in interest expense, primarily due to a $3.0 million net decrease in interest expense related to the 2009 Repurchase Transactions and the November 2009 Transactions, partially offset by a $1.1 million net increase in interest expense related to the 2009 Equity Exchange Offer Transactions; and

a $0.3 million net decrease in amortization of debt issuance costs, primarily driven by a $1.0 million decrease in the amortization of debt issuance costs related to the extended term over which deferred financing costs related to the Senior Subordinated Term Loan will be amortized as a result of the 2009 Equity Exchange Offer Transactions, partially offset by $0.7 million of amortization of new debt issuance costs resulting from the issuance of the $330.0 million in aggregate principal face amount of the old notes.

(b) Earnings used in computing the ratio of earnings to fixed charges consist of income (loss) from continuing operations before income taxes plus fixed charges. Fixed charges consist of interest expense (including amortization of debt issuance costs, but not losses relating to the loss on early extinguishment of debt, net) and 33% of rental expense (considered to be representative of the interest factor). Earnings exceeded fixed charges by $66.6 million and $74.6 million as reported and on a pro forma basis, respectively, for the year ended December 31, 2009.

Table of Contents

SUMMARY HISTORICAL CONSOLIDATED FINANCIAL DATA OF REVLON

The summary historical and other financial data as of December 31, 2005, 2006, 2007, 2008, and 2009 and for each of the years in the five-year period ended December 31, 2009 and the balance sheet data as of December 31, 2005, 2006, 2007, 2008 and 2009 are derived from Revlon s consolidated financial statements, which have been audited by an independent registered public accounting firm. The summary historical and other financial data for the three-month period ended March 31, 2009 and 2010 and the balance sheet data as of March 31, 2010 are derived from Revlon s unaudited consolidated financial statements. Results from the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the full year 2010. The summary historical and other financial data should be read in conjunction with Revlon s consolidated financial statements and the related notes to those consolidated financial statements and Management s Discussion and Analysis of Financial Condition and Results of Operations in the Annual Report on Form 10-K of Revlon for the year ended December 31, 2009 and in the Quarterly Report on Form 10-Q of Revlon for the three months ended March 31, 2010. See Incorporation of Certain Documents by Reference.

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009(f)	2010(g)
	(In millions, except per share amounts)					(Unaudited)	
Net sales	$ 1,303.5	$ 1,298.7	$ 1,367.1	$ 1,346.8	$ 1,295.9	$ 303.3	$ 305.5
Gross profit	810.5	771.0	861.4	855.9	821.2	192.3	196.8
Selling, general and administrative expenses	746.3	795.6	735.7	709.3	629.1	160.2	151.4
Restructuring costs and other, net	1.5	27.4	7.3	(8.4)	21.3	0.5	
Operating income (loss)	62.7	(52.0)	118.4	155.0	170.8	31.6	45.4
Interest expense	129.5	147.7	135.6	119.7	93.0	24.1	21.3
Interest expense preferred stock dividends							1.6
Amortization of debt issuance costs	6.9	7.5	3.3	5.6	5.8	1.4	1.7
Loss (gain) on early extinguishment of debt, net	9.0(h)	23.5	0.1	0.7	5.8	(7.0)	9.7
Foreign currency losses (gains), net	0.5	(1.5)	(6.8)	0.1	8.9	2.4	3.8
(Loss) income from continuing operations	(85.3)	(252.1)	(19.0)	13.1	48.5	12.7	2.2
Income from discontinued operations	1.6	0.8	2.9	44.8	0.3		
Net (loss) income	(83.7)	(251.3)	(16.1)	57.9	48.8	12.7	2.2
Basic (loss) income per common share:							
Continuing operations	(2.21)	(6.04)	(0.38)	0.26	0.94	0.25	0.04
Discontinued operations	0.04	0.02	0.06	0.87	0.01		
Net (loss) income	$ (2.17)	$ (6.03)	$ (0.32)	$ 1.13	$ 0.95	$ 0.25	$ 0.04

Diluted (loss) income per common share:							
Continuing operations	(2.21)	(6.04)	(0.38)	0.26	0.94	0.25	0.04
Discontinued operations	0.04	0.02	0.06	0.87	0.01		
Net (loss) income	$ (2.17)	$ (6.03)	$ (0.32)	$ 1.13	$ 0.94	$ 0.25	$ 0.04
Weighted average number of common shares outstanding (in millions):							
Basic	38.6	41.7	50.4	51.2	51.6	51.5	51.9
Diluted	38.6	41.7	50.4	51.3	51.7	51.5	52.3

Table of Contents

	Year Ended December 31,					Three Months Ended March 31,
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2010(g)
				(In millions)		(Unaudited)
Balance Sheet Data:						
Total current assets	$ 592.0	$ 488.0	$ 476.0	$ 428.5	$ 403.6	$ 371.2
Total non-current assets	451.7	443.9	413.3	384.9	390.6	394.6
Total assets	$ 1,043.7	$ 931.9	$ 889.3	$ 813.4	$ 794.2	$ 765.8
Total current liabilities	$ 470.5	$ 377.2	$ 348.7	$ 323.4	$ 309.3	$ 307.3
Redeemable preferred stock					48.0	48.0
Total non-current liabilities	1,669.1	1,784.5	1,622.6	1,602.8	1,470.5	$ 1,437.7
Total liabilities	$ 2,139.6	$ 2,161.7	$ 1,971.3	$ 1,926.2	$ 1,827.8	$ 1,793.0
Total indebtedness	$ 1,418.4	$ 1,506.9	$ 1,440.6	$ 1,329.6	$ 1,248.1	$ 1,231.6
Total stockholders deficiency	(1,095.9)	(1,229.8)	(1,082.0)	(1,112.8)	(1,033.6)	(1,027.2)

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009	2010
Ratio of earnings to fixed charges	0.5	(i)	0.9	1.2	1.5	1.4	1.3

(a) Results for 2005 include expenses of approximately $44 million in incremental returns and allowances and approximately $7 million in accelerated amortization cost of certain permanent displays related to the launch of **Vital Radiance** and the re-stage of the **Almay** brand.

(b) Results for 2006 include charges of $9.4 million in connection with the departure of Mr. Jack Stahl, our former President and Chief Executive Officer, in September 2006 (including $6.2 million for severance and related costs and $3.2 million for the accelerated amortization of Mr. Stahl s unvested options and unvested restricted stock), $60.4 million in connection with the discontinuance of the **Vital Radiance** brand and restructuring charges of approximately $27.6 million in connection with the 2006 Programs.

(c) Results for 2007 include restructuring charges of approximately $4.4 million and $2.9 million in connection with 2006 Programs and 2007 Programs, respectively. The $4.4 million of restructuring charges associated with the 2006 Programs were primarily for employee severance and other employee-related termination costs principally

relating to a broad organizational streamlining. The $2.9 million of restructuring charges associated with the 2007 Programs were primarily for employee severance and other employee-related termination costs relating principally to the closure of the our facility in Irvington, New Jersey and other employee-related termination costs relating to personnel reductions in the our information management function and our sales force in Canada.

(d) Results for 2008 include a $5.9 million gain from the sale of a non-core trademark during the first quarter of 2008, and a net $4.3 million gain related to the sale of the Mexico facility (which is comprised of a $7.0 million gain on the sale, partially offset by related restructuring charges of $1.1 million, $1.2 million of SG&A and cost of sales and $0.4 million of taxes). In addition, results for 2008 also include various other restructuring charges of approximately $3.8 million. The results of discontinued operations for 2008 included a one-time gain from the disposition of the non-core Bozzano business and certain other non-core brands, including Juvena and Aquamarine, which were sold in the Brazilian market, of $45.2 million.

(e) Results for 2009 include: (1) a $20.8 million charge related to the May 2009 Program, which involved consolidating certain functions; reducing layers of management, where appropriate, to increase accountability and effectiveness; streamlining support functions to reflect the new organizational structure; and further consolidating our office facilities in New Jersey; and (2) a $5.8 million net loss on early extinguishment of debt in 2009 primarily due to a $13.5 million loss resulting from applicable redemption and tender premiums and the net write-off of unamortized debt discounts and deferred financing fees in connection with the refinancing of the 91/2% Senior Notes in November 2009, partially offset by a $7.7 million gain on repurchases of an aggregate principal amount of $49.5 million of the 91/2% Senior Notes prior to their complete refinancing in

Table of Contents

November 2009 at an aggregate purchase price of $41.0 million, which is net of the write-off of the ratable portion of unamortized debt discounts and deferred financing fees resulting from such repurchases.

(f) Results for the three months ended March 31, 2009 include a $7.0 million gain on the repurchase of an aggregate principal amount of $23.9 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $16.5 million, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees resulting from such repurchase.

(g) Results for the three months ended March 31, 2010 include a $9.7 million loss on the extinguishment of debt as a result of the refinancing of the 2006 Bank Credit Facilities in March 2010, primarily due to $5.9 million of fees and expenses which were expensed as incurred in connection with such refinancing, as well as the write-off of $3.8 million of unamortized deferred financing fees in connection with such refinancing.

(h) The loss on early extinguishment of debt for 2005 includes: (i) a $5.0 million prepayment fee related to the prepayment in March 2005 of $100.0 million of indebtedness outstanding under the 2004 term loan facility of the 2004 credit agreement with a portion of the proceeds from the issuance of Products Corporation s 91/2% Senior Notes (which notes were fully refinanced in November 2009); and (ii) the aggregate $1.5 million loss on the redemption of all of Products Corporation s 81/8% Senior Notes and 9% Senior Notes in April 2005, as well as the write-off of the portion of deferred financing costs related to such prepaid amount.

(i) For the year ended December 31, 2006, earnings were insufficient to cover fixed charges, therefore the ratio of earnings to fixed charges is not a relevant measure for this period.

Table of Contents

RISK FACTORS

Before deciding to tender your old notes and participate in the exchange offer, you should carefully consider the risks described below and in Part I, Item 1A, Risk Factors, and Part II, Item 7, Management s Discussion and Analysis of Financial Condition and Results of Operations, in the Annual Report on Form 10-Ks of Products Corporation and of Revlon for the year ended December 31, 2009, each of which is incorporated by reference in this prospectus, as well as all of the information contained elsewhere in this prospectus and in the documents incorporated by reference herein. Additional risks and uncertainties not presently known to us, or that we currently deem immaterial, may also impair our business operations and financial condition. We cannot assure you that any of the events discussed in the risk factors below and contained elsewhere in this prospectus and in the documents incorporated herein will not occur. If they do, our business, financial condition and/or results of operations could be materially adversely affected. In such case, the trading price of the new notes could decline, and you might lose all or part of your investment.

Risks Relating to the Exchange Offer and Holding the Notes

Holders who fail to exchange their old notes will continue to be subject to restrictions on transfer.

If you do not exchange your old notes for new notes in the exchange offer, you will continue to be subject to the restrictions on transfer of your old notes described in the legend on the certificates for your old notes. The restrictions on transfer of your old notes arise because we issued the old notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the old notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the old notes under the Securities Act. In addition, if a large number of old notes are exchanged for new notes and there is only small amount of old notes outstanding, there may not be an active market in the old notes, which may adversely affect the market price and liquidity of the old notes. For further information regarding the consequences of tendering your old notes in the exchange offer, see the discussions below under the captions The Exchange Offer Consequences of Exchanging or Failing to Exchange Old Notes and Certain Material U.S. Federal Income Tax Considerations.

You must comply with the exchange offer procedures in order to receive freely tradable new notes.

Delivery of new notes in exchange for old notes tendered and accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of the following:

- certificates for old notes or a book-entry confirmation of a book-entry transfer of old notes into the exchange agent s account at DTC, New York, New York as depository, including an agent s message (as defined herein) if the tendering holder does not deliver a letter of transmittal;
- a completed and signed letter of transmittal (or facsimile thereof), with any required signature guarantees, or an agent s message in lieu of the letter of transmittal; and
- any other documents required by the letter of transmittal.

Therefore, holders of old notes who would like to tender old notes in exchange for new notes should be sure to allow enough time for the old notes to be delivered on time. We are not required to notify you of defects or irregularities in tenders of old notes for exchange. Old notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer

restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the registration rights agreement will terminate. See The Exchange Offer Procedures for Tendering Old Notes and The Exchange Offer Consequences of Exchanging or Failing to Exchange Old Notes.

Table of Contents

You may not be able to resell notes you receive in the exchange offer without registering those notes or delivering a prospectus.

Based on interpretations by the staff of the SEC in no-action letters, we believe, with respect to new notes issued in the exchange offer, that:

holders who are not our affiliates, within the meaning of Rule 405 of the Securities Act;

holders who acquire their notes in the ordinary course of business; and

holders who do not engage in, intend to engage in, or have arrangements to participate in a distribution (within the meaning of the Securities Act) of the new notes,

do not have to comply with the registration and prospectus delivery requirements of the Securities Act.

Holders described in the preceding sentence must tell us in writing at our request that they meet these criteria. Holders that do not meet these criteria could not rely on interpretations of the staff of the SEC in no-action letters, and would have to register the notes they receive in the exchange offer and deliver a prospectus for them. In addition, holders that are broker-dealers may be deemed underwriters within the meaning of the Securities Act in connection with any resale of notes acquired in the exchange offer. Holders that are broker-dealers must acknowledge that they acquired their outstanding notes in market-making activities or other trading activities and must deliver a prospectus when they resell the notes they acquire in the exchange offer in order not to be deemed an underwriter.

Our substantial indebtedness could adversely affect our operations and flexibility and our ability to service our debt, including the notes.

We have a substantial amount of outstanding indebtedness. As of March 31, 2010, our total indebtedness, net of discounts, was $1,232.2 million, primarily including $800.0 million aggregate principal amount, or $786.1 million net of discounts, outstanding under our 2010 Bank Term Loan Facility, $10.5 million outstanding under our 2010 Bank Revolving Credit Facility, $330.0 million in aggregate principal face amount, or $326.5 million net of discounts, outstanding of old notes and $107.0 million aggregate principal amount outstanding under our Senior Subordinated Term Loan (which is comprised of $58.4 million of indebtedness due to MacAndrews & Forbes under the Non-Contributed Loan and $48.6 million of indebtedness due to Revlon under the Contributed Loan). Moreover, as of March 31, 2010, $905.7 million of our total indebtedness have stated maturities prior to the maturity of the notes offered hereby. Our level of indebtedness could make it more difficult for us to make interest payments on, or to purchase or redeem, the notes. While we achieved net income of $58.8 million (with $58.5 million of income from continuing operations) and $65.8 million (with $21.0 million of income from continuing operations) for the years ended December 31, 2009 and 2008, respectively, we have a history of net losses prior to 2008 and, in addition, if we are unable to achieve sustained profitability and free cash flow in future periods, it could adversely affect our operations and our ability to service our debt, including the notes.

We are subject to the risks normally associated with substantial indebtedness, including the risk that our operating revenues will be insufficient to meet required payments of principal and interest, and the risk that we will be unable to refinance existing indebtedness when it becomes due or that the terms of any such refinancing will be less favorable than the current terms of such indebtedness. Our substantial indebtedness could also have the effect of:

limiting our ability to fund (including by obtaining additional financing) the costs and expenses of the execution of our business strategy, future working capital, capital expenditures, advertising, promotional or marketing expenses, new product development costs, purchases and reconfigurations of wall displays,

acquisitions, investments, restructuring programs and other general corporate requirements;

requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow for the execution of our business strategy and for other general corporate purposes;

placing us at a competitive disadvantage compared to our competitors that have less debt;

Table of Contents

limiting our flexibility in responding to changes in our business and the industry in which we operate; and

making us more vulnerable in the event of adverse economic conditions or a downturn in our business.

Although agreements governing our indebtedness, including the indenture governing the notes, the 2010 Bank Credit Agreements and the Senior Subordinated Term Loan Agreement, limit our ability to borrow additional money, under certain circumstances we are allowed to borrow a significant amount of additional money, some of which, in certain circumstances and subject to certain limitations, could be secured indebtedness. In addition, under certain circumstances we are allowed to borrow a significant amount of additional money, which would either rank equally in right of payment with, or be subordinated in right of payment to, the notes and some of which, in certain circumstances and subject to certain limitations, could be secured on a priority basis ahead of or on a pari passu basis with the notes. See Description of the New Notes Certain Covenants. Subject to certain limitations contained in the indenture governing the notes, our non-guarantor subsidiaries may also incur additional debt that would be structurally senior to the notes. See The notes are structurally junior to the indebtedness and other liabilities of our non-guarantor subsidiaries. To the extent that more debt is added to our current debt levels, the risks described above may increase.

Our ability to pay the principal of the notes depends on many factors.

The Contributed Loan under the Senior Subordinated Term Loan matures in October 2013, the 2010 Bank Revolving Credit Agreement matures in March 2014, the Non-Contributed Loan under the Senior Subordinated Term Loan matures in October 2014, the 2010 Bank Term Loan Agreement matures in March 2015 and the notes mature in November 2015. We currently anticipate that, in order to pay the principal amount of the notes upon the occurrence of any event of default, or to repurchase our notes if a change of control occurs or in the event that our cash flows from operations are insufficient to allow us to pay the principal amount of the notes at maturity, we may be required to refinance our indebtedness, seek to sell assets or operations, seek to sell additional debt securities of ours or seek additional capital contributions or loans from MacAndrews & Forbes, Revlon or from our other affiliates and/or third parties. We may be unable to take any of these actions, because of a variety of commercial or market factors or constraints in our 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 the 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. Such actions, if ever taken, may not enable us to satisfy our cash requirements or enable us to comply with the financial covenants under the 2010 Bank Credit Agreements if the actions do not result in sufficient savings or generate a sufficient amount of additional capital, as the case may be.

None of our affiliates is required to make any capital contributions, loans or other payments to us regarding our obligations on the notes. We may not be able to pay the principal amount of the notes if we took any of the above actions because, under certain circumstances, the indenture governing the notes or any of our other debt instruments (including the 2010 Bank Credit Agreements and the Senior Subordinated Term Loan Agreement) or the debt instruments of our subsidiaries then in effect may not permit us to take such actions. See Restrictions and covenants in our debt agreements limit our ability to take certain actions and impose consequences in the event of failure to comply.

Additionally, the economic conditions during the latter part of 2008 and in 2009 and the volatility in the financial markets contributed to a substantial tightening of the credit markets and a reduction in credit availability, including lending by financial institutions. Although we were able to successfully refinance our 91/2% Senior Notes with the issuance of the old notes in November 2009 and our 2006 Bank Credit Facilities with the 2010 Bank Credit Facilities in March 2010, the future state of the credit markets could adversely impact our ability to refinance or replace our

outstanding indebtedness at or prior to their respective maturity dates, which would have a material adverse effect on our business, financial condition and/or results of operations.

Table of Contents

A substantial portion of the indebtedness under our 2010 Bank Credit Agreements is, and certain additional future indebtedness will be, effectively senior to the notes to the extent of the value of the Collateral securing those obligations.

As of March 31, 2010, we had outstanding secured indebtedness, net of discounts, of $796.6 million, of which $800.0 million, or $786.1 million net of discounts, was outstanding under our 2010 Bank Term Loan Facility and $10.5 million of which was outstanding under our 2010 Bank Revolving Credit Facility. As at March 31, 2010, we also had $87.2 million in available borrowings under the 2010 Bank Revolving Credit Facility, based upon the last calculated borrowing base less $21.8 million of outstanding undrawn letters of credit and $10.5 million then drawn on the 2010 Bank Revolving Credit Facility.

Obligations under our 2010 Bank Term Loan Facility are secured by a first-priority lien and obligations under our 2010 Bank Revolving Credit Facility are secured by a second-priority lien on the Term Loan Collateral. The second-priority liens in the Term Loan Collateral securing the notes and the guarantees are therefore lower in priority than the liens securing our and the guarantors obligations under the 2010 Bank Term Loan Facility and equal in priority to the liens securing our and the guarantors obligations under the 2010 Bank Revolving Credit Agreement. In addition, under the indenture, we and the guarantors may, from time to time, be permitted to incur additional indebtedness, including indebtedness that refinances the 2010 Bank Revolving Credit Agreement, which may be secured by liens on the Term Loan Collateral that rank senior in priority to the liens securing the notes and the guarantees. As such, holders of the indebtedness under our 2010 Bank Term Loan Facility and any such other indebtedness will be entitled to realize proceeds from the realization of value of the Term Loan Collateral to repay such indebtedness in full before the holders of the notes and the guarantees will be entitled, together on a pari passu basis with the holders of the indebtedness under our 2010 Bank Revolving Credit Facility, to any recovery from such collateral. As a result, the notes and the guarantees are effectively junior in right of payment to indebtedness under the 2010 Bank Term Loan Facility and any such other indebtedness, to the extent that the realizable value of the Term Loan Collateral does not exceed the aggregate amount of such indebtedness.

Moreover, obligations under our 2010 Bank Term Loan Facility are secured by a second-priority lien and obligations under our 2010 Bank Revolving Credit Facility are secured by a first-priority lien on the Multi-Currency Collateral. The third-priority liens in the Multi-Currency Collateral securing the notes and the guarantees are therefore lower in priority than the liens securing our and the guarantors obligations under the 2010 Bank Revolving Credit Agreement and the 2010 Bank Term Loan Facility. In addition, under the indenture, we and the guarantors may, from time to time, be permitted to incur additional indebtedness, which may be secured by liens on the Multi-Currency Collateral that rank senior in priority to the liens securing the notes and the guarantees. As such, holders of the indebtedness under our 2010 Bank Term Loan Facility and 2010 Bank Revolving Credit Facility and any such other indebtedness will be entitled to realize proceeds from the realization of value of the Multi-Currency Collateral to repay such indebtedness in full before the holders of the notes will be entitled to any recovery from such Multi-Currency Collateral. As a result, the notes are effectively junior in right of payment to indebtedness under the 2010 Bank Term Loan Facility and 2010 Bank Revolving Credit Facility and any such other indebtedness, to the extent that the realizable value of such Collateral (as defined herein) does not exceed the aggregate amount of such indebtedness. It is possible that the realizable value of the Collateral securing the notes and the guarantees may not be sufficient, in an insolvency or other similar proceeding, to satisfy the claims of all effectively senior creditors, along with those of the holders of the notes and the guarantees.

The notes are structurally junior to the indebtedness and other liabilities of our non-guarantor subsidiaries.

We conduct a significant portion of our operations through our non-guarantor subsidiaries and depend, in part, on earnings and cash flows of, and dividends from, our subsidiaries to pay our obligations, including principal of and interest on our indebtedness. Certain laws restrict the ability of our subsidiaries to pay us dividends or make loans and

advances to us. To the extent these restrictions are applied to our non-guarantor subsidiaries, we would not be able to use the earnings of those subsidiaries to make payments on the notes. Furthermore, in the event of any bankruptcy, liquidation or reorganization of a non-guarantor subsidiary, the rights of the holders of the notes offered hereby to participate in the distribution of the assets of such non-guarantor subsidiary will rank behind the claims of that subsidiary s creditors, including trade creditors (except to the extent we have a claim as a creditor of such

Table of Contents

subsidiary). As a result, the notes are structurally subordinated to the outstanding indebtedness, preferred stock, and other liabilities, including trade payables, of our non-guarantor subsidiaries. As of December 31, 2009, our non-guarantor subsidiaries had approximately $141.9 million of outstanding indebtedness and other liabilities (excluding intercompany payables and receivables and subsidiary guarantees of our 2006 Bank Credit Agreements), all of which was structurally senior to the notes.

Restrictions and covenants in our debt agreements limit our ability to take certain actions and impose consequences in the event of failure to comply.

The indenture governing the notes and the agreements governing our other outstanding indebtedness, including the 2010 Bank Credit Agreements and the Senior Subordinated Term Loan Agreement, contain a number of significant restrictions and covenants that limit our ability and our subsidiaries ability (subject in each case to limited 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 any 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 by us or our subsidiaries to us.

In addition, the 2010 Bank Credit Agreements contain financial covenants limiting our first lien senior secured debt-to-EBITDA ratio (in the case of the 2010 Bank Term Loan Agreement) and, under certain circumstances, requiring us to maintain a minimum consolidated fixed charge coverage ratio (in the case of the 2010 Bank Revolving Credit Agreement). These covenants affect our operating flexibility by, among other things, restricting our ability to incur expenses and indebtedness that could be used to fund the costs of executing our business strategy and to grow our business, as well as to fund general corporate purposes.

The breach of the 2010 Bank Credit Agreements would permit our lenders to accelerate amounts outstanding under the 2010 Bank Credit Agreements, which would in turn constitute an event of default under the Senior Subordinated Term Loan Agreement and the indenture governing the notes, if the amount accelerated exceeds $25.0 million and such default remains uncured for 10 days following notice from MacAndrews & Forbes with respect to the Senior Subordinated Term Loan Agreement or the trustee or the holders of at least 30% of the outstanding principal amount of the notes. In addition, holders of our outstanding notes may require us to repurchase their respective notes in the event of a change of control under the notes indenture. (See Our ability to pay the principal of the notes depends on many factors.).We may not have sufficient funds at the time of any such breach of any such covenant or change of control to repay in full the borrowings under the 2010 Bank Credit Agreements or the Senior Subordinated Term Loan Agreement or to repurchase or redeem our outstanding notes.

Events beyond our control could impair our operating performance, which could affect our ability to comply with the terms of our debt instruments. Such events may include decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the mass retail channel; adverse changes in currency exchange rates; decreased sales of our products as a result of increased competitive activities by our competitors; changes in consumer purchasing habits, including with respect to shopping channels; retailer inventory management; changes in retailer pricing or promotional strategies; retailer space reconfigurations or reductions in retailer display space; less than anticipated results from our existing or new products or from our advertising, promotional and/or marketing plans; or if our expenses, including, without limitation, for pension expense under our benefit plans, advertising, promotions and/or marketing activities or for sales returns related to any reduction of retail space, product discontinuances or otherwise, exceed the anticipated level of expenses.

Table of Contents

Under such circumstances, we may be unable to comply with the provisions of our debt instruments, including the financial covenants in the 2010 Bank Credit Agreements. If we are unable to satisfy such covenants or other provisions at any future time, we would need to seek an amendment or waiver of such financial covenants or other provisions. The respective lenders under the 2010 Bank Credit Agreements may not consent to any amendment or waiver requests that we may make in the future, and, if they do consent, they may not do so on terms which are favorable to us and/or Revlon.

In the event that we were unable to obtain any such waiver or amendment, our inability to meet the financial covenants or other provisions of the 2010 Bank Credit Agreements would constitute an event of default under the 2010 Bank Credit Agreements, which would permit the bank lenders to accelerate the 2010 Bank Credit Agreements, which in turn would constitute an event of default under the Senior Subordinated Term Loan Agreement and the indenture governing our outstanding notes, if the amount accelerated exceeds $25.0 million and such default remains uncured for 10 days following notice from MacAndrews & Forbes with respect to the Senior Subordinated Term Loan Agreement or the trustee or the holders of at least 30% of the outstanding principal amount of the outstanding notes.

Our assets and/or cash flow and/or that of our subsidiaries may not be sufficient to fully repay borrowings under our outstanding debt instruments, either upon maturity or if accelerated upon an event of default, and if we were required to repurchase our outstanding notes or repay the Senior Subordinated Term Loan or repay the 2010 Bank Credit Agreements upon a change of control, we may be unable to refinance or restructure the payments on such debt. Further, if we were unable to repay, refinance or restructure our indebtedness under the 2010 Bank Credit Agreements and/or our notes, the lenders and the noteholders, as applicable, subject to certain conditions and limitations as set forth in the second amended and restated intercreditor agreement, could proceed against the collateral securing that indebtedness.

Limits on our borrowing capacity under the 2010 Bank Revolving Credit Facility may affect our ability to finance our operations.

While the 2010 Bank Revolving Credit Facility currently provides for up to $140.0 million of commitments, our ability to borrow funds under this facility is limited by a borrowing base determined relative to the value, from time to time, of eligible accounts receivable and eligible inventory in the U.S. and the U.K. and eligible real property and equipment in the U.S.

If the value of these eligible assets is not sufficient to support the full $140.0 million borrowing base, we will not have full access to the 2010 Bank Revolving Credit Facility, but rather could have access to a lesser amount determined by the borrowing base. As we continue to manage our working capital, this could reduce the borrowing base under the 2010 Bank Revolving Credit Facility. Further, if we borrow funds under this facility, subsequent changes in the value or eligibility of the assets within the borrowing base could cause us to be required to pay down the amounts outstanding so that there is no amount outstanding in excess of the then-existing borrowing base.

Our ability to make borrowings under the 2010 Bank Revolving Credit Facility is also conditioned upon our compliance with other covenants in the 2010 Bank Revolving Credit Agreement, including a fixed charge coverage ratio that applies when the excess borrowing base (representing the difference between (1) the borrowing base under the 2010 Bank Revolving Credit Facility and (2) the amounts outstanding under such facility) is less than $20.0 million. Because of these limitations, we may not always be able to meet our cash requirements with funds borrowed under the 2010 Bank Revolving Credit Facility, which could have a material adverse effect on our business, financial condition and/or results of operations.

At March 31, 2010, the 2010 Bank Term Loan Facility was fully drawn, and we had a liquidity position (excluding cash in compensating balance accounts) of $120.6 million, consisting of cash and cash equivalents (net of any

outstanding checks) of $33.4 million, as well as $87.2 million in available borrowings under the 2010 Bank Revolving Credit Facility, based upon the last calculated borrowing base less $21.8 million of outstanding undrawn letters of credit and $10.5 million then drawn on the 2010 Bank Revolving Credit Facility.

The 2010 Bank Revolving Credit Facility is syndicated to a group of banks and financial institutions. Each bank is responsible to lend its portion of the $140.0 million commitment if and when we seek to draw under the 2010

Table of Contents

Bank Revolving Credit Facility. The lenders may assign their commitments to other banks and financial institutions in certain cases without prior notice to us. If a lender is unable to meet its lending commitment, then the other lenders under the 2010 Bank Revolving Credit Facility have the right, but not the obligation, to lend additional funds to make up for the defaulting lender s commitment, if any. While we have never had any of our lenders under the 2010 Bank Revolving Credit Facility or the 2006 Bank Revolving Credit Facility fail to fulfill their lending commitment, economic conditions in late 2008 and 2009 and the volatility in the financial markets during this time period have impacted the liquidity and financial condition of certain banks and financial institutions. Based on information available to us, we have no reason to believe that any of the lenders under our 2010 Bank Revolving Credit Facility would have been unable to fulfill their commitments under the 2010 Bank Revolving Credit Facility as of March 31, 2010. However, if one or more lenders under the 2010 Bank Revolving Credit Facility were unable to fulfill their commitment to lend, such inability would impact our liquidity and, depending upon the amount involved and our liquidity requirements, could have an adverse affect on our ability to fund our operations, which could have a material adverse effect on our business, financial condition and/or results of operations.

Your right to exercise remedies with respect to the Collateral is limited by the Intercreditor Agreement and the lenders under our 2010 Bank Credit Agreements are able to control such remedies.

The rights of the holders of the notes with respect to the Collateral are limited by the Intercreditor Agreement (as defined herein). To the extent that we have outstanding obligations under our 2010 Bank Credit Agreements or other senior or pari passu obligations secured by the Collateral, any actions that may be taken in respect of any of the Collateral, including the ability to cause the commencement of enforcement proceedings against the Collateral and to control the conduct of such proceedings, are limited and controlled and directed by the lenders under the 2010 Bank Credit Agreements or the holders of such other obligations. In those circumstances, the indenture trustee, on behalf of the holders of the notes, does not have the ability to control or direct such actions, even if an event of default under the indenture has occurred or if the rights of the holders of the notes are or may be adversely affected.

The collateral agent and the lenders under our 2010 Bank Credit Agreements and the holders of such other obligations are under no obligation to take into account the interests of holders of the notes and guarantees when determining whether and how to exercise their rights with respect to the Collateral, subject to the Intercreditor Agreement, and their interests and rights may be significantly different from or adverse to yours.

There are circumstances other than repayment or discharge of the notes under which the Collateral securing the notes and guarantees would be released automatically, without your consent or the consent of the indenture trustee.

Pursuant to the indenture, under various circumstances all or a portion of the Collateral securing the notes and guarantees would be released automatically without your consent or the consent of the indenture trustee, including:

- in the absence of an event of default under the indenture at such time, upon the release of liens securing our 2010 Bank Credit Agreements in accordance with the terms of such agreements;
- upon the sale, transfer or other disposition of such Collateral in a transaction not prohibited under the indenture; and
- with respect to Collateral held by a guarantor, upon the release of such guarantor from its guarantee in accordance with the indenture.

See Description of the New Notes Security for the New Notes Release of Collateral.

The indenture also permits us to designate one or more of our subsidiaries as non-recourse subsidiaries, subject to certain conditions, including that such subsidiary has no debt other than debt that is non-recourse to us or our subsidiaries and that such subsidiary is in the same line of business as us or in an otherwise permitted business. If we designate a subsidiary as a non-recourse subsidiary, all of the liens on any Collateral owned by such non-recourse subsidiary or any of its subsidiaries and any guarantees of the notes by such non-recourse subsidiary or any of its subsidiaries will be automatically released under the indenture. Designation of one or more of our subsidiaries as a non-recourse subsidiary will therefore reduce the aggregate value of the Collateral securing the notes. See Description of the New Notes Security for the New Notes Release of Collateral.

Table of Contents

The imposition of certain permitted liens may cause the assets on which such liens are imposed to be excluded from the Collateral securing the notes and the guarantees. There are also certain other categories of property that are excluded from the Collateral.

The indenture permits us and the guarantors to grant certain permitted liens in favor of third parties and, in certain cases, any assets subject to such liens will be automatically excluded from the Collateral securing the notes and the guarantees to the extent inclusion in such Collateral would be prohibited by the documents relating to such permitted liens. See Description of the New Notes Security for the New Notes Release of Collateral.

Other categories of excluded assets and property include, among others, certain real property interests, assets of non-recourse subsidiaries and foreign subsidiaries, certain stock of foreign subsidiaries and the proceeds from any of the foregoing. See Description of the New Notes Security for the New Notes General. Excluded property is not available as Collateral to secure our obligations and the obligations of the guarantors under the notes. As a result, with respect to the excluded property, the notes and the guarantees effectively rank equally with any of our and the guarantors other senior indebtedness that is not itself secured by the excluded property. In addition, some of the excluded property currently secures our 2010 Bank Credit Agreements and may secure other additional indebtedness secured by liens that are pari passu with or higher priority than liens securing the notes and the guarantees. As a result, the lenders under our 2010 Bank Credit Agreements and such other indebtedness may be able to access such excluded property to satisfy their claims prior to accessing the collateral to satisfy the claims under the notes and the guarantees.

The pledge of the capital stock, other securities and similar items of our subsidiaries that secure the notes and the guarantees are automatically be excluded from the Collateral to the extent the pledge of such capital stock or such other securities would require the filing of separate financial statements with the SEC for that subsidiary.

The notes and the guarantees are secured by a pledge of our stock that is owned by Revlon and the capital stock, other securities and similar items of certain of our subsidiaries. Under Rule 3-16 of Regulation S-X (as in effect from time to time), if the par value, book value as carried by us or market value (whichever is greatest) of the capital stock, other securities or similar items of a subsidiary pledged as part of the Collateral is greater than or equal to 20% of the aggregate principal amount of the notes then outstanding, such a subsidiary would be required to provide separate financial statements to the SEC. Therefore, the indenture and the collateral documents provide that any capital stock and other securities of any of our subsidiaries are excluded from the Collateral to the extent that the pledge of such capital stock or other securities to secure the notes would cause such subsidiary to be required to file separate financial statements with the SEC in accordance with Rule 3-16 of Regulation S-X.

As a result, holders of the notes could lose a portion or all of their security interest in the capital stock or other securities of those subsidiaries. It may be more difficult, costly and time-consuming for holders of the notes to foreclose on the assets of a subsidiary than to foreclose on its capital stock or other securities (and holders of the notes would not have any ability to foreclose on any assets of any foreign subsidiary), so the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the capital stock or other securities of such subsidiary. In addition, all of such capital stock and other securities will continue to secure our 2010 Bank Credit Agreements and may secure other additional secured indebtedness because Rule 3-16 of Regulation S-X does not apply to loans outstanding under bank loan agreements such as our 2010 Bank Credit Agreements. As a result, the lenders under our 2010 Bank Credit Agreements and such other indebtedness may be able to access such stock to satisfy their claims. See Description of the New Notes Certain Definitions Other Excluded Assets.

The value of the Collateral securing the notes may not be sufficient to satisfy our and the guarantors obligations under the notes and the guarantees.

No appraisal of the value of the Collateral has been made in connection with this exchange offer, and the fair market value of the Collateral is subject to fluctuations based on factors that include general economic conditions and similar factors. The amount to be received upon a sale of the Collateral would be dependent on numerous factors, including the actual fair market value of the Collateral at such time, the timing and the manner of the sale

Table of Contents

and the availability of buyers. By its nature, portions of the Collateral may be illiquid and may have no readily ascertainable market value. Accordingly, in the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the Collateral may not be sold in a timely or orderly manner, and the proceeds from any sale or liquidation of the Collateral may not be sufficient to satisfy our and the guarantors obligations under the notes and the guarantees.

To the extent that pre-existing liens, liens permitted under the indenture and other rights, including liens on excluded property (in addition to the holders of obligations secured by higher-priority liens), encumber any of the Collateral securing the notes and the guarantees, those parties have or may exercise rights and remedies with respect to the Collateral that could adversely affect the value of the Collateral and the ability of the collateral agent, the indenture trustee or the holders of the notes to realize or foreclose on the Collateral.

Your security interests in certain items of present and future Collateral may not be perfected. Even if your security interests in certain items of Collateral are perfected, it may not be practicable for you to enforce or economically benefit from your rights with respect to such security interests.

The security interests are not perfected with respect to certain items of Collateral that cannot be perfected by the filing of financing statements in each debtor s jurisdiction of organization, the filing of mortgages, the delivery of possession of certificated securities, the filing of a notice of security interest with the U.S. Patent and Trademark Office or the U.S. Copyright Office or certain other conventional methods to perfect security interests in the U.S. Security interests in Collateral such as deposit accounts and securities accounts, which require or benefit from additional special filings or other actions or the obtaining of additional consents, may not be perfected or may not have priority with respect to the security interests of other creditors. In addition, the Collateral for the notes and the guarantees are pledged pursuant to collateral documents governed by New York law and we do not have any obligation to perfect a security interest in any Collateral under the laws of any other jurisdiction to the extent that security interests securing indebtedness under our 2010 Bank Credit Agreements are not perfected under such other laws. To the extent that your security interests in any items of Collateral are unperfected, your rights with respect to such Collateral are equal to the rights of our general unsecured creditors in the event of any bankruptcy filed by or against us under applicable U.S. federal bankruptcy laws.

In addition, applicable law requires that certain property and rights acquired after the grant of a general security interest can only be perfected at the time such property and rights are acquired and identified. Necessary action may not be taken to properly perfect the security interest in such after-acquired Collateral. Failure to perfect security interests may invalidate such security interests, limit the assets included in the Collateral and block the exercise of remedies with respect to such assets. Moreover, the collateral agent may need to obtain the consent of a governmental agency to obtain or enforce a security interest in certain of the Collateral or to otherwise operate our business. We cannot assure you that the collateral agent will be able to obtain any such consent or that any such consent will not be delayed, the event of which may adversely affect your rights as holders. Moreover, the collateral agent in exercising its rights to foreclose on certain assets may need to commence governmental proceedings in order to obtain any necessary governmental approvals. As a result, there may be prolonged delays in receiving such approval, or such approval may not be granted to the collateral agent, the result of which may adversely affect your rights as holders.

If we were to file for bankruptcy protection, the ability of holders of the notes to realize upon the Collateral will be subject to certain bankruptcy law limitations, and if a bankruptcy petition were filed by us or against us, holders of the notes may receive a lesser amount for their claim than they would have been entitled to receive under the indenture governing the notes.

The ability of holders of the notes to realize upon the Collateral will be subject to certain bankruptcy law limitations if we were to file for bankruptcy protection. Under applicable U.S. federal bankruptcy laws, secured creditors are prohibited from repossessing their security from a debtor in a bankruptcy case without bankruptcy court approval and

may be prohibited from disposing of security repossessed from such a debtor without bankruptcy court approval. Moreover, applicable U.S. federal bankruptcy laws generally permit the debtor to continue to retain collateral, including cash collateral, even though the debtor is in default under the applicable debt instruments; *provided* that the secured creditor is given adequate protection.

Table of Contents

The meaning of the term adequate protection may vary according to the circumstances, but is intended generally to protect the value of the secured creditor s interest in the collateral at the commencement of the bankruptcy case and may include cash payments or the granting of additional security if and at such times as the court, in its discretion, determines that a diminution in the value of the collateral occurs as a result of the stay of repossession or the disposition of the collateral during the pendency of the bankruptcy case. In view of the lack of a precise definition of the term adequate protection and the broad discretionary powers of a U.S. bankruptcy court, we cannot predict whether or when the collateral agent for the notes could foreclose upon or sell the Collateral or whether or to what extent holders of notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of adequate protection.

Moreover, if a bankruptcy petition were filed by or against us under applicable U.S. federal bankruptcy laws after the issuance of the notes, the claim by any holder of the notes for the principal amount of the notes may be limited to an amount equal to the sum of the original issue price for the notes and that portion of the original issue discount that does not constitute unmatured interest for purposes of applicable U.S. federal bankruptcy laws.

In any bankruptcy proceeding with respect to us or any of the guarantors, it is possible that any such bankruptcy trustee, any debtor-in-possession or any competing creditors will assert that the fair market value of the Collateral with respect to the notes on the date of any such bankruptcy filing was less than the then-current principal amount of the notes. Upon a finding by any such bankruptcy court that the notes are under-collateralized, the claims in such bankruptcy proceeding with respect to the notes would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the Collateral. Other consequences of a finding of under collateralization would be, among other things, a lack of entitlement on the part of the notes to receive post-petition interest and a lack of entitlement on the part of the unsecured portion of the notes to receive other adequate protection under applicable U.S. federal bankruptcy laws. In addition, if any payments of post-petition interest had been made at the time of such a finding of under-collateralization, those payments could be recharacterized by any such bankruptcy court as a reduction of the principal amount of the secured claim with respect to the notes.

U.S. federal and state fraudulent transfer laws may permit a court to void the notes, the guarantees and the liens securing the notes and the guarantees, subordinate claims in respect of the notes, the guarantees and the liens securing the notes and the guarantees, and require holders to return payments received and, if that occurs, you may not receive any payments on the notes.

U.S. federal and state fraudulent transfer and conveyance statutes may apply to the issuance of the notes, the incurrence of any guarantees of the notes entered into upon issuance of the notes and subsidiary guarantees that may be entered into thereafter under the terms of the indenture governing the notes and the granting of liens to secure the notes and the guarantees. Under applicable U.S. federal bankruptcy laws and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes and any guarantee or any of the liens securing the notes could be voided as a fraudulent transfer or conveyance if (1) we or any of the guarantors, as applicable, issued the notes, incurred its guarantee or granted the liens with the intent of hindering, delaying or defrauding creditors or (2) we or any of the guarantors, as applicable, received less than reasonably equivalent value or fair consideration in return for issuing the notes, incurring its guarantee or granting the liens and, in the case of (2) only, one of the following is also true at the time thereof:

- we or any of the guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;

- the issuance of the notes or the incurrence of the guarantees left us or any of the guarantors, as applicable, with an unreasonably small amount of capital to carry on the business; or

we or any of the guarantors intended to, or believed that we or such guarantor would, incur debts beyond our or such guarantor s ability to pay such debts as they mature.

A court would likely find that we or a guarantor did not receive reasonably equivalent value or fair consideration for the notes or such guarantee if we or such guarantor did not substantially benefit directly or indirectly from the issuance of the notes or the applicable guarantee. As a general matter, value is given for a transfer

Table of Contents

or an obligation if, in exchange for the transfer or obligation, property is transferred or current or antecedent debt is secured or satisfied. We cannot be certain as to the standards a court would use to determine whether or not we or the guarantors were solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the guarantees would not be further subordinated to our or any of our guarantors other debt. Generally, however, an entity would not be considered solvent if, at the time it incurred indebtedness:

the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets; or

the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

it could not pay its debts as they become due.

If a court were to find that the issuance of the notes or the incurrence of the guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or such guarantee or subordinate the notes or such guarantee to presently existing and future indebtedness of ours or of the related guarantor, or require the holders of the notes to repay any amounts received with respect to such notes or guarantee. In addition, the court may avoid and set aside the liens securing the Collateral in the case of a fraudulent transfer or conveyance or as a preference. In the event of a finding that a fraudulent transfer or conveyance or a preference occurred, you may not receive any repayment on the notes.

Although each guarantee entered into contains a provision intended to limit that guarantor s liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer laws, or may reduce that guarantor s obligation to an amount that effectively makes its guarantee worthless.

We may not have the ability to purchase the notes upon a change of control.

Upon the occurrence of specified change of control events, we are required to offer to purchase each holder s notes at a price equal to 101% of their principal amount plus accrued and unpaid interest, unless all notes have been previously called for redemption. The occurrence of a change of control could constitute an event of default under agreements governing other indebtedness, some of which rank effectively senior to the notes (including the 2010 Bank Credit Agreements), in which case our lenders may terminate their commitments under those agreements and accelerate all amounts outstanding under the relevant facilities. The holders of other debt securities that we may issue in the future, which may rank equally in right of payment with or effectively senior to the notes, may also have this right. Therefore, we may not have sufficient financial resources to purchase all of the debt securities or other indebtedness with such provisions as a result of a change of control.

You cannot be sure that an active trading market will develop for the new notes.

There is no existing trading market for the new notes. We have not applied for, nor do we intend to apply for, listing or quotation of the new notes on any exchange or any automated dealer quotation system. We cannot assure you that a trading market for the new notes will develop or exist. Therefore, we do not know how liquid the market for the new notes might be, nor can we make any assurances regarding the ability of holders of the new notes to sell their new notes or the price at which the new notes might be sold. As a result, the market price of the new notes could be adversely affected. Historically, the market for non-investment grade debt, such as the new notes, has been subject to disruptions that have caused volatility in the prices of such securities. Any such disruptions may have an adverse effect on holders of the new notes.

32

Table of Contents

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve risks and uncertainties, which are based on the beliefs, expectations, estimates, projections, assumptions, forecasts, plans, anticipations, targets, outlooks, initiatives, visions, objectives, strategies, opportunities, drivers, focus and intents of our management, and therefore are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. While we believe that our estimates and assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our results. Our actual results may differ materially from those discussed in such forward-looking statements. Such statements include, without limitation, our expectations and estimates (whether qualitative or quantitative) as to:

(i) our future financial performance;

(ii) the effect on sales of decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the mass retail channel; adverse changes in currency exchange rates; decreased sales of our products as a result of increased competitive activities by our competitors, changes in consumer purchasing habits, including with respect to shopping channels; retailer inventory management; retailer space reconfigurations or reductions in retailer display space; changes in retailer pricing or promotional strategies; less than anticipated results from our existing or new products or from our advertising, promotional and/or marketing plans; or if our expenses, including, without limitation, for pension expense under our benefit plans, advertising, promotions and marketing activities or for sales returns related to any reduction of retail space, product discontinuances or otherwise, exceed the anticipated level of expenses;

(iii) our belief that the continued execution of our business strategy 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, further refining our approach to retail merchandising and/or taking further actions to optimize our manufacturing, sourcing and organizational size and structure, any of which, whose intended purpose would be to create value through profitable growth, could result in our making investments and/or recognizing charges related to executing against such opportunities;

(iv) our expectations regarding our strategic goal to profitably grow our business and as to the business strategies employed to achieve this goal, which are: (a) continuing to build our strong brands by focusing on innovative, high-quality, consumer-preferred brand offering; effective consumer brand communication; appropriate levels of advertising and promotion; and superb execution with our retail partners; (b) continuing to develop our organizational capability through attracting, retaining and rewarding highly capable people and through performance management, development planning, succession planning and training; (c) continuing to drive common global processes which are designed to provide the most efficient allocation of our resources; (d) continuing to focus on increasing our operating profit and cash flow; and (e) continuing to improve our capital structure by focusing on strengthening our balance sheet and reducing debt;

(v) our expectations regarding the implementation and success of the various actions necessary to execute such business strategies referred to in item (iv) above;

(vi) restructuring activities, restructuring costs and charges, the timing of restructuring payments and the benefits from such activities, including, without limitation, our expectation of annualized savings of approximately $30 million in 2010 and thereafter (inclusive of the approximately $15 million in 2009) from the May 2009 Program;

(vii) our expectation that operating revenues, cash on hand and funds available for borrowing under our 2010 Bank Revolving Credit Facility and other permitted lines of credit will be sufficient to enable us to cover our operating expenses for 2010, including the cash requirements referred to in item (x) below;

(viii) our global brand name recognition, product quality, marketing experience and consumer brand franchise;

(ix) our expected principal sources of funds, including operating revenues, cash on hand and funds available for borrowing under our 2010 Bank Revolving Credit Facility and other permitted lines of credit, as well as the availability of funds from refinancing our indebtedness, selling assets or operations, capital

Table of Contents

contributions and/or loans from MacAndrews & Forbes, Revlon, our other affiliates and/or third parties and/or the sale of additional debt securities of us;

(x) our expected principal uses of funds, including amounts required for the payment of operating expenses, including expenses in connection with the continued execution of our business strategy, payments in connection with our purchases of permanent wall displays, capital expenditure requirements, restructuring programs, severance not otherwise included in our restructuring programs, debt service payments and costs, debt repurchases (including, without limitation, that we may also, from time to time, seek to retire or purchase our outstanding debt obligations in open market purchases, in privately negotiated transactions or otherwise and may seek to refinance some or all of our indebtedness based upon market conditions) and regularly scheduled pension and post-retirement benefit plan contributions and benefit payments, and our estimates of the amount and timing of our operating expenses, restructuring costs and payments, severance costs and payments, debt service payments (including payments required under our debt instruments), debt repurchases, cash contributions to our pension plans and our other post-retirement benefit plans and benefit payments in 2010, purchases of permanent wall displays and capital expenditures;

(xi) matters concerning our market-risk sensitive instruments, as well as our expectations as to the counterparty s performance, including that any loss arising from the non-performance by the counterparty would not be material;

(xii) our plan to efficiently manage our cash and working capital, including, among other things, programs to reduce inventory levels over time; centralized purchasing to secure discounts and efficiencies in procurement; providing discounts to U.S. customers for more timely payment of receivables; prudent management of accounts payable; and targeted controls on general and administrative spending;

(xiii) our expectations regarding our future pension expense, cash contributions and benefit payments under our benefit plans;

(xiv) our expectation that the payment of the quarterly dividends on Revlon s Preferred Stock will be funded by cash interest payments to be received by Revlon from Products Corporation on the Contributed Loan, subject to Revlon having sufficient surplus or net profits to effect such payments, and our expectation of Revlon paying the liquidation preference of its Preferred Stock on October 8, 2013 with the cash payment to be received by Revlon from Products Corporation in respect of the maturity of the Contributed Loan, subject to Revlon having sufficient surplus in accordance with Delaware law; and

(xv) our expectations as to the future impact of the devaluation of Venezuelan Bolivars and Venezuela being considered a highly inflationary economy in January 2010, including, without limitation, that our consolidated financial results in 2010 are expected to be adversely impacted as a result of the currency devaluation.

Statements that are not historical facts, including statements about our 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, assumptions, forecasts, focus, drive towards, plans, opportunities, drivers, believes, intends, outlooks, initiatives, expects, scheduled to, anticipates, see 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 our ongoing obligations under the U.S. federal securities laws, we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. In addition to factors that may be described in our filings with the SEC, including this prospectus, the following factors, among others, could cause our actual results to differ materially from those

expressed in any forward-looking statements made by us:

(i) unanticipated circumstances or results affecting our financial performance, including decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the

Table of Contents

mass retail channel; changes in consumer preferences, such as reduced consumer demand for our color cosmetics and other current products, including new product launches; changes in consumer purchasing habits, including with respect to shopping channels; lower than expected retail customer acceptance or consumer acceptance of, or less than anticipated results from, our existing or new products; higher than expected pension expense and/or cash contributions under our benefit plans and/or benefit payments, advertising, promotional and/or marketing expenses or lower than expected results from our advertising, promotional and/or marketing plans; higher than expected sales returns or decreased sales of our existing or new products; actions by our customers, such as retailer inventory management and greater than anticipated retailer space reconfigurations or reductions in retail space and/or product discontinuances or a greater than expected impact from retailer pricing or promotional strategies; and changes in the competitive environment and actions by our competitors, including business combinations, technological breakthroughs, new products offerings, increased advertising, promotional and marketing spending and advertising, promotional and/or marketing successes by competitors, including increases in share in the mass retail channel;

(ii) in addition to the items discussed in item (i) above, the effects of and changes in economic conditions (such as continued volatility in the financial markets, inflation, monetary conditions and foreign currency fluctuations, as well as in trade, monetary, fiscal and tax policies in international markets) and political conditions (such as military actions and terrorist activities);

(iii) unanticipated costs or difficulties or delays in completing projects associated with the continued execution of our business strategy or lower than expected revenues or the inability to create value through profitable growth as a result of such strategy, 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 difficulties or delays, or higher than expected expenses, including for sales returns, in launching our new products, acquiring businesses or brands, further refining our approach to retail merchandising, and/or difficulties, delays or increased costs in connection with taking further actions to optimize our manufacturing, sourcing, supply chain or organizational size and structure;

(iv) difficulties, delays or unanticipated costs in achieving our strategic goal to profitably grow our business and as to the business strategies employed to achieve this goal, such as (a) difficulties, delays or our inability to build our strong brands, such as due to less than effective product development, less than expected acceptance of our new or existing products by consumers and/or retail customers, less than expected acceptance of our advertising, promotional and/or marketing plans by our consumers and/or retail customers, less than expected investment in advertising, promotional and/or marketing activities or greater than expected competitive investment, less than expected acceptance of our brand communication by consumers and/or retail partners, less than expected levels of advertising, promotional and/or marketing activities for our new product launches and/or less than expected levels of execution with our retail partners or higher than expected costs and expenses; (b) difficulties, delays or the inability to develop our organizational capability; (c) difficulties, delays or unanticipated costs in connection with our plans to drive our company to act globally, such as due to higher than anticipated levels of investment required to support and build our brands globally or less than anticipated results from our national and multi-national brands; (d) difficulties, delays or unanticipated costs in connection with our plans to improve our operating profit and cash flow, such as difficulties, delays or the inability to take actions intended to improve results in sales returns, cost of goods sold, general and administrative expenses, working capital management and/or sales growth; and/or (e) difficulties, delays or unanticipated costs in consummating, or our inability to consummate, transactions to improve our capital structure, strengthen our balance sheet and/or reduce debt, including higher than expected costs (including interest rates);

(v) difficulties, delays or unanticipated costs or less than expected savings and other benefits resulting from our restructuring activities, such as less than anticipated cost reductions or other benefits from the May 2009 Program, the 2008 restructuring plans (the 2008 Programs), the 2007 Programs and/or the 2006 Programs and the risk that the May 2009 Program, the 2008 Programs, the 2007 Programs and/or the 2006 Programs may not satisfy our objectives;

35

Table of Contents

(vi) lower than expected operating revenues, cash on hand and/or funds available under the 2010 Bank Revolving Credit Facility and/or other permitted lines of credit or higher than anticipated operating expenses, such as referred to in item (viii) below;

(vii) the unavailability of funds under our 2010 Bank Revolving Credit Facility or other permitted lines of credit, or from refinancing indebtedness, selling assets or operations or from capital contributions or loans from MacAndrews & Forbes, Revlon, our other affiliates and/or third parties and/or the sale of additional debt securities of us;

(viii) higher than expected operating expenses, sales returns, working capital expenses, permanent wall display costs, capital expenditures, restructuring costs, severance not otherwise included in our restructuring programs, debt service payments, debt repurchases, regularly scheduled cash pension plan contributions and/or post-retirement benefit plan contributions and/or benefit payments;

(ix) interest rate or foreign exchange rate changes affecting us and our market-risk sensitive financial instruments and/or difficulties, delays or the inability of the counterparty to perform such transactions;

(x) difficulties, delays or the inability of us to efficiently manage our 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 and/or pension expense;

(xii) difficulties, delays or the inability of Revlon to pay the quarterly dividends or the liquidation preference on its Preferred Stock, such as due to the unavailability of funds from Products Corporation related to its payments to Revlon under the Contributed Loan or the unavailability of sufficient surplus or net profits to make such dividend payments in accordance with Delaware law or the unavailability of sufficient surplus to make such liquidation preference payments in accordance with Delaware law; and/or

(xiii) unexpected consequences related to the future impact of the devaluation of Venezuelan Bolivars and Venezuela being considered a highly inflationary economy in January 2010, such as greater than expected reduction of our financial results and/or greater than expected foreign currency losses and ongoing charges related to the translation of our Venezuelan subsidiary s financial statements at the new official exchange rate.

Factors other than those listed above could also cause our results to differ materially from expected results. This discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.

You should consider the areas of risk above, as well as those set forth in other documents Products Corporation and Revlon have filed with the SEC and which are incorporated by reference in this prospectus, in connection with any forward-looking statements that may be made by us. You are advised to consult any additional disclosures we made in the Annual Reports on Form 10-K of Products Corporation and Revlon for the fiscal year ended December 31, 2009 and the Quarterly Reports on Form 10-Q and Current Reports on Form 8-K of Products Corporation and Revlon, in each case filed with the SEC in 2010 (which, among other places, can be found on the SEC s website at http://www.sec.gov). See Where You Can Find More Information. Other than as specified under Incorporation of Certain Documents By Reference, reports and other information that Products Corporation and Revlon have filed or furnished, or may in the future file, with the SEC are not incorporated by reference in, and do not constitute a part of, this prospectus.

Table of Contents

USE OF PROCEEDS

We will not receive any proceeds from the exchange offer. Any old notes that are properly tendered and exchanged pursuant to the exchange offer will be retired and cancelled. Accordingly, the issuance of the new notes will not increase our indebtedness.

Table of Contents

RATIO OF EARNINGS TO FIXED CHARGES OF PRODUCTS CORPORATION

The following table sets forth information regarding Products Corporation s ratio of earnings to fixed charges for each of the periods shown.

For purposes of calculating these ratios: (a) earnings consist of income (loss) from continuing operations before income taxes of $(71.4) million, $(225.4) million, $(4.5) million, $36.9 million and $66.6 million for the years ended December 31, 2005, 2006, 2007, 2008 and 2009, respectively, and $12.4 million and $9.2 million for the three-month periods ended March 31, 2009 and 2010, respectively, and (b) fixed charges consist of interest expense, amortization of debt issuance costs and the portion of rental expense deemed to represent interest, which totaled $142.1 million, $161.6 million, $144.9 million, $130.3 million and $104.0 million for the years ended December 31, 2005, 2006, 2007, 2008 and 2009, respectively and $26.9 million and $25.7 million for the three-month periods ended March 31, 2009 and 2010, respectively.

	Year Ended December 31,					Three Months Ended March 31,	
	2005	2006	2007	2008	2009	2009	2010
Ratio of earnings to fixed charges	0.5	*	1.0	1.3	1.6	1.5	1.4

* For the year ended December 31, 2006, earnings were insufficient to cover fixed charges, therefore the ratio of earnings to fixed charges is not a relevant measure for this period.

RATIO OF EARNINGS TO FIXED CHARGES OF REVLON

The following table sets forth information regarding Revlon s ratio of earnings to fixed charges for each of the periods shown.

For purposes of calculating these ratios: (a) earnings consist of income (loss) from continuing operations before income taxes of $(77.1) million, $(232.0) million, $(11.5) million, $29.2 million and $56.8 million for the years ended December 31, 2005, 2006, 2007, 2008 and 2009, respectively, and $10.7 million and $7.2 million for the three-month periods ended March 31, 2009 and 2010, respectively, and (b) fixed charges consist of interest expense, amortization of debt issuance costs and the portion of rental expense deemed to represent interest, which totaled $142.1 million, $161.6 million, $144.9 million, $130.3 million and $104.3 million for the years ended December 31, 2005, 2006, 2007, 2008 and 2009, respectively and $26.9 million and $26.0 million for the three-month periods ended March 31, 2009 and 2010, respectively.

	Year Ended December 31,					Three Months Ended March 31,	
	2005	2006	2007	2008	2009	2009	2010
Ratio of earnings to fixed charges	0.5	*	0.9	1.2	1.5	1.4	1.3

* For the year ended December 31, 2006, earnings were insufficient to cover fixed charges, therefore the ratio of earnings to fixed charges is not a relevant measure for this period.

Table of Contents

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF PRODUCTS CORPORATION

The selected historical and other financial data as of December 31, 2005, 2006, 2007, 2008 and 2009 and for each of the years in the five-year period ended December 31, 2009 and the balance sheet data as of December 31, 2005, 2006, 2007, 2008 and 2009 are derived from Products Corporation s consolidated financial statements, which have been audited by an independent registered public accounting firm. The selected historical and other financial data for the three-month period ended March 31, 2009 and 2010 and the balance sheet data as of March 31, 2010 are derived from Products Corporation s unaudited consolidated financial statements. Results from the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the full year 2010. The selected historical and other financial data should be read in conjunction with Products Corporation s consolidated financial statements and the related notes to those consolidated financial statements and Management s Discussion and Analysis of Financial Condition and Results of Operations in the Annual Report on Form 10-K of Products Corporation for the year ended December 31, 2009 and in the Quarterly Report on Form 10-Q of Products Corporation for the three months ended March 31, 2010. See Incorporation of Certain Documents by Reference.

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009(f)	2010(g)
	(In millions, except per share amounts)					(Unaudited)	
Net sales	$ 1,303.5	$ 1,298.7	$ 1,367.1	$ 1,346.8	$ 1,295.9	$ 303.3	$ 305.5
Gross profit	810.5	771.0	861.4	855.9	821.2	192.3	196.8
Selling, general and administrative expenses	738.7	789.0	728.7	701.6	619.6	158.5	149.7
Restructuring costs and other, net	1.5	27.4	7.3	(8.4)	21.3	0.5	
Operating income (loss)	70.3	(45.4)	125.4	162.7	180.3	33.3	47.1
Interest expense	129.5	147.7	135.6	119.7	93.0	24.1	22.9
Amortization of debt issuance costs	6.9	7.5	3.3	5.6	5.5	1.4	1.4
Loss (gain) on early extinguishment of debt, net	9.0(h)	23.5	0.1	0.7	5.8	(7.0)	9.7
Foreign currency losses (gains), net	0.5	(1.5)	(6.8)	0.1	8.9	2.4	3.8
(Loss) income from continuing operations	(79.4)	(245.3)	(11.9)	21.0	58.5	14.5	4.2
Income from discontinued operations	1.6	0.8	2.9	44.8	0.3		
Net (loss) income	(77.8)	(244.5)	(9.0)	65.8	58.8	14.5	4.2

	Three Months

	Year Ended December 31,					Ended March 31,
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2010(g)
				(In millions)		(Unaudited)
Balance Sheet Data:						
Total current assets	$ 596.7	$ 500.1	$ 496.4	$ 457.4	$ 446.3	$ 418.5
Total non-current assets	451.7	443.9	413.3	384.9	384.2	388.5
Total assets	$ 1,048.4	$ 944.0	$ 909.7	$ 842.3	$ 830.5	$ 807.0
Total current liabilities	$ 470.5	$ 377.1	$ 348.7	$ 322.9	$ 305.2	$ 303.7
Total non-current liabilities	1,669.1	1,784.5	1,622.6	1,602.8	1,519.1	1,486.3
Total liabilities	$ 2,139.6	$ 2,161.6	$ 1,971.3	$ 1,925.7	$ 1,824.3	$ 1,790.0
Total indebtedness	$ 1,418.4	$ 1,506.9	$ 1,440.6	$ 1,329.6	$ 1,248.7	$ 1,232.2
Total stockholder s deficiency	(1,091.2)	(1,217.6)	(1,061.6)	(1,083.4)	(993.8)	(983.0)

(a) Results for 2005 include expenses of approximately $44 million in incremental returns and allowances and approximately $7 million in accelerated amortization cost of certain permanent displays related to the launch of **Vital Radiance** and the re-stage of the **Almay** brand.

(b) Results for 2006 include charges of $9.4 million in connection with the departure of Mr. Jack Stahl, our former President and Chief Executive Officer, in September 2006 (including $6.2 million for severance and related costs and $3.2 million for the accelerated amortization of Mr. Stahl s unvested options and unvested restricted

Table of Contents

stock), $60.4 million in connection with the discontinuance of the **Vital Radiance** brand and restructuring charges of approximately $27.6 million in connection with the 2006 Programs.

(c) Results for 2007 include restructuring charges of approximately $4.4 million and $2.9 million in connection with the 2006 Programs and the 2007 Programs, respectively. The $4.4 million of restructuring charges associated with the 2006 Programs were primarily for employee severance and other employee-related termination costs principally relating to a broad organizational streamlining. The $2.9 million of restructuring charges associated with the 2007 Programs were primarily for employee severance and other employee-related termination costs relating principally to the closure of our facility in Irvington, New Jersey and other employee-related termination costs relating to personnel reductions in our information management function and our sales force in Canada.

(d) Results for 2008 include a $5.9 million gain from the sale of a non-core trademark during the first quarter of 2008, and a net $4.3 million gain related to the sale of the Mexico facility (which is comprised of a $7.0 million gain on the sale, partially offset by related restructuring charges of $1.1 million, $1.2 million of SG&A and cost of sales and $0.4 million of taxes). In addition, results for 2008 also include various other restructuring charges of approximately $3.8 million. The results of discontinued operations for 2008 included a one-time gain from the disposition of the non-core Bozzano business and certain other non-core brands, including Juvena and Aquamarine, which were sold in the Brazilian market, of $45.2 million.

(e) Results for 2009 include: (1) a $20.8 million charge related to the May 2009 Program, which involved consolidating certain functions; reducing layers of management, where appropriate, to increase accountability and effectiveness; streamlining support functions to reflect the new organizational structure; and further consolidating our office facilities in New Jersey; and (2) a $5.8 million net loss on early extinguishment of debt in 2009 primarily due to a $13.5 million loss resulting from applicable redemption and tender premiums and the net write-off of unamortized debt discounts and deferred financing fees in connection with the refinancing of the 91/2% Senior Notes in November 2009, partially offset by a $7.7 million gain on repurchases of an aggregate principal amount of $49.5 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $41.0 million, which is net of the write-off of the ratable portion of unamortized debt discounts and deferred financing fees resulting from such repurchases.

(f) Results for the three months ended March 31, 2009 include a $7.0 million gain on the repurchase of an aggregate principal amount of $23.9 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $16.5 million, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees resulting from such repurchase.

(g) Results for the three months ended March 31, 2010 include a $9.7 million loss on the extinguishment of debt as a result of the refinancing of the 2006 Bank Credit Facilities in March 2010, primarily due to $5.9 million of fees and expenses which were expensed as incurred in connection with such refinancing, as well as the write-off of $3.8 million of unamortized deferred financing fees in connection with such refinancing.

(h) The loss on early extinguishment of debt for 2005 includes: (i) a $5.0 million prepayment fee related to the prepayment in March 2005 of $100.0 million of indebtedness outstanding under the 2004 term loan facility of the 2004 credit agreement with a portion of the proceeds from the issuance of Products Corporation s 91/2% Senior Notes (which notes were fully refinanced in November 2009); and (ii) the aggregate $1.5 million loss on the redemption of all of Products Corporation s 81/8% Senior Notes and 9% Senior Notes in April 2005, as well as the write-off of the portion of deferred financing costs related to such prepaid amount.

Table of Contents

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF REVLON

The selected historical and other financial data as of December 31, 2005, 2006, 2007, 2008 and 2009 and for each of the years in the five-year period ended December 31, 2009 and the balance sheet data as of December 31, 2005, 2006, 2007, 2008 and 2009 are derived from Revlon s consolidated financial statements, which have been audited by an independent registered public accounting firm. The selected historical and other financial data for the three-month period ended March 31, 2009 and 2010 and the balance sheet data as of March 31, 2010 are derived from Revlon s unaudited consolidated financial statements. Results from the three months ended March 31, 2010 are not necessarily indicative of the results that may be expected for the full year 2010. The selected historical and other financial data should be read in conjunction with Revlon s consolidated financial statements and the related notes to those consolidated financial statements and Management s Discussion and Analysis of Financial Condition and Results of Operations in the Annual Report on Form 10-K of Revlon for the year ended December 31, 2009 and in the Quarterly Report on Form 10-Q of Revlon for the three months ended March 31, 2010. See Incorporation of Certain Documents by Reference.

	Year Ended December 31,					Three Months Ended March 31,	
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2009(f)	2010(g)
	(In millions, except per share amounts)					(Unaudited)	
Net sales	$ 1,303.5	$ 1,298.7	$ 1,367.1	$ 1,346.8	$ 1,295.9	$ 303.3	$ 305.5
Gross profit	810.5	771.0	861.4	855.9	821.2	192.3	196.8
Selling, general and administrative expenses	746.3	795.6	735.7	709.3	629.1	160.2	151.4
Restructuring costs and other, net	1.5	27.4	7.3	(8.4)	21.3	0.5	
Operating income (loss)	62.7	(52.0)	118.4	155.0	170.8	31.6	45.4
Interest expense	129.5	147.7	135.6	119.7	93.0	24.1	21.3
Interest expense-preferred stock dividends							1.6
Amortization of debt issuance costs	6.9	7.5	3.3	5.6	5.8	1.4	1.7
Loss (gain) on early extinguishment of debt, net	9.0(h)	23.5	0.1	0.7	5.8	(7.0)	9.7
Foreign currency losses (gains), net	0.5	(1.5)	(6.8)	0.1	8.9	2.4	3.8
(Loss) income from continuing operations	(85.3)	(252.1)	(19.0)	13.1	48.5	12.7	2.2
Income from discontinued operations	1.6	0.8	2.9	44.8	0.3		
Net (loss) income	(83.7)	(251.3)	(16.1)	57.9	48.8	12.7	2.2
Basic (loss) income per common share:							
Continuing operations	(2.21)	(6.04)	(0.38)	0.26	0.94	0.25	0.04

Discontinued operations		0.04		0.02		0.06		0.87		0.01				
Net (loss) income	$	(2.17)	$	(6.03)	$	(0.32)	$	1.13	$	0.95	$	0.25	$	0.04
Diluted (loss) income per common share:														
Continuing operations		(2.21)		(6.04)		(0.38)		0.26		0.94		0.25		0.04
Discontinued operations		0.04		0.02		0.06		0.87		0.01				
Net (loss) income	$	(2.17)	$	(6.03)	$	(0.32)	$	1.13	$	0.94	$	0.25	$	0.04
Weighted average number of common shares outstanding (in millions):														
Basic		38.6		41.7		50.4		51.2		51.6		51.5		51.9
Diluted		38.6		41.7		50.4		51.3		51.7		51.5		52.3

Table of Contents

	Year Ended December 31,					Three Months Ended March 31,
	2005(a)	2006(b)	2007(c)	2008(d)	2009(e)	2010(g)
			(In millions)			(Unaudited)
Balance Sheet Data:						
Total current assets	$ 592.0	$ 488.0	$ 476.0	$ 428.5	$ 403.6	$ 371.2
Total non-current assets	451.7	443.9	413.3	384.9	390.6	394.6
Total assets	$ 1,043.7	$ 931.9	$ 889.3	$ 813.4	$ 794.2	$ 765.8
Total current liabilities	$ 470.5	$ 377.2	$ 348.7	$ 323.4	$ 309.3	$ 307.3
Redeemable preferred stock					48.0	48.0
Total non-current liabilities	1,669.1	1,784.5	1,622.6	1,602.8	1,470.5	1,437.7
Total liabilities	$ 2,139.6	$ 2,161.7	$ 1,971.3	$ 1,926.2	$ 1,827.8	$ 1,793.0
Total indebtedness	$ 1,418.4	$ 1,506.9	$ 1,440.6	$ 1,329.6	$ 1,248.1	$ 1,231.6
Total stockholders deficiency	(1,095.9)	(1,229.8)	(1,082.0)	(1,112.8)	(1,033.6)	(1,027.2)

(a) Results for 2005 include expenses of approximately $44 million in incremental returns and allowances and approximately $7 million in accelerated amortization cost of certain permanent displays related to the launch of **Vital Radiance** and the re-stage of the **Almay** brand.

(b) Results for 2006 include charges of $9.4 million in connection with the departure of Mr. Jack Stahl, our former President and Chief Executive Officer, in September 2006 (including $6.2 million for severance and related costs and $3.2 million for the accelerated amortization of Mr. Stahl s unvested options and unvested restricted stock), $60.4 million in connection with the discontinuance of the **Vital Radiance** brand and restructuring charges of approximately $27.6 million in connection with the 2006 Programs.

(c) Results for 2007 include restructuring charges of approximately $4.4 million and $2.9 million in connection with 2006 Programs and 2007 Programs, respectively. The $4.4 million of restructuring charges associated with the 2006 Programs were primarily for employee severance and other employee-related termination costs principally relating to a broad organizational streamlining. The $2.9 million of restructuring charges associated with the 2007 Programs were primarily for employee severance and other employee-related termination costs relating principally to the closure of the our facility in Irvington, New Jersey and other employee-related termination costs relating to personnel reductions in the our information management function and our sales force in Canada.

(d) Results for 2008 include a $5.9 million gain from the sale of a non-core trademark during the first quarter of 2008, and a net $4.3 million gain related to the sale of the Mexico facility (which is comprised of a $7.0 million gain on the sale, partially offset by related restructuring charges of $1.1 million, $1.2 million of SG&A and cost of sales and $0.4 million of taxes). In addition, results for 2008 also include various other restructuring charges of approximately $3.8 million. The results of discontinued operations for 2008 included a one-time gain from the

disposition of the non-core Bozzano business and certain other non-core brands, including Juvena and Aquamarine, which were sold in the Brazilian market, of $45.2 million.

(e) Results for 2009 include: (1) a $20.8 million charge related to the May 2009 Program, which involved consolidating certain functions; reducing layers of management, where appropriate, to increase accountability and effectiveness; streamlining support functions to reflect the new organizational structure; and further consolidating our office facilities in New Jersey; and (2) a $5.8 million net loss on early extinguishment of debt in 2009 primarily due to a $13.5 million loss resulting from applicable redemption and tender premiums and the net write-off of unamortized debt discounts and deferred financing fees in connection with the refinancing of the 91/2% Senior Notes in November 2009, partially offset by a $7.7 million gain on repurchases of an aggregate principal amount of $49.5 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $41.0 million, which is net of the write-off of the ratable portion of unamortized debt discounts and deferred financing fees resulting from such repurchases.

(f) Results for the three months ended March 31, 2009 include a $7.0 million gain on the repurchase of an aggregate principal amount of $23.9 million of the 91/2% Senior Notes prior to their complete refinancing in November 2009 at an aggregate purchase price of $16.5 million, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees resulting from such repurchase.

(g) Results for the three months ended March 31, 2010 include a $9.7 million loss on the extinguishment of debt as a result of the refinancing of the 2006 Bank Credit Facilities in March 2010, primarily due to $5.9 million of

Table of Contents

fees and expenses which were expensed as incurred in connection with such refinancing, as well as the write-off of $3.8 million of unamortized deferred financing fees in connection with such refinancing.

(h) The loss on early extinguishment of debt for 2005 includes: (i) a $5.0 million prepayment fee related to the prepayment in March 2005 of $100.0 million of indebtedness outstanding under the 2004 term loan facility of the 2004 credit agreement with a portion of the proceeds from the issuance of Products Corporation s 91/2% Senior Notes (which notes were fully refinanced in November 2009); and (ii) the aggregate $1.5 million loss on the redemption of all of Products Corporation s 81/8% Senior Notes and 9% Senior Notes in April 2005, as well as the write-off of the portion of deferred financing costs related to such prepaid amount.

Table of Contents

THE EXCHANGE OFFER

Terms of the Exchange Offer; Period for Tendering Old Notes

Subject to terms and conditions detailed in this prospectus, we will accept for exchange old notes which are properly tendered on or prior to the expiration date and not withdrawn as permitted below. As used herein, the term expiration date means 5:00 p.m., New York City time, on , 2010, the 30th day following the date of this prospectus. We may, however, in our sole discretion, extend the period of time during which the exchange offer is open. The term expiration date means the latest time and date to which the exchange offer is extended.

As of the date of this prospectus, $330.0 million aggregate principal amount of old notes are outstanding. This prospectus, together with the letter of transmittal, is first being sent on or about the date hereof, to all holders of old notes known to us.

We expressly reserve the right, at any time, to extend the period of time during which the exchange offer is open, and delay acceptance for exchange of any old notes, by giving oral or written notice of such extension to the holders thereof as described below. During any such extension, all old notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any old notes not accepted for exchange for any reason will be returned without expense to the tendering holder as promptly as practicable after the expiration or termination of the exchange offer.

Old notes tendered in the exchange offer must be in denominations of principal amount of $2,000 and integral multiples of $1,000. No dissenter s rights of appraisal exist with respect to the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer, and not to accept for exchange any old notes, upon the occurrence of any of the conditions of the exchange offer specified under Conditions to the exchange offer. We will give oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the old notes as promptly as practicable. Such notice, in the case of any extension, will be issued by means of a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

Procedures for Tendering Old Notes

The tender to us of old notes by you as set forth below and our acceptance of the old notes will constitute a binding agreement between us and you upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal. Except as set forth below, to tender old notes for exchange pursuant to the exchange offer, you must transmit a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal or, in the case of a book-entry transfer, an agent s message in lieu of such letter of transmittal, to U.S. Bank National Association, as exchange agent, at the address set forth below under Exchange Agent on or prior to the expiration date. In addition, either:

- certificates for such old notes must be received by the exchange agent along with the letter of transmittal; or
- a timely confirmation of a book-entry transfer (a book-entry confirmation) of such old notes, if such procedure is available, into the exchange agent s account at DTC pursuant to the procedure for book-entry transfer must be received by the exchange agent, prior to the expiration date, with the letter of transmittal or an agent s message in lieu of such letter of transmittal.

The term agent s message means a message, transmitted by DTC to and received by the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has received and agrees to be bound by the letter of transmittal and that we may enforce such letter of transmittal against such participant.

The method of delivery of old notes, letters of transmittal and all other required documents is at your election and risk. If such delivery is by mail, it is recommended that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. No letter of transmittal or old notes should be sent to us.

Table of Contents

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the old notes surrendered for exchange are tendered:

by a holder of the old notes who has not completed the box entitled Special Issuance Instructions or Special Delivery Instructions on the letter of transmittal; or

for the account of an eligible institution (as defined below).

In the event that signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, such guarantees must be by a firm which is a member of the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange Medallion Program (each such entity being hereinafter referred to as an eligible institution). If old notes are registered in the name of a person other than the signer of the letter of transmittal, the old notes surrendered for exchange must be endorsed by, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as we or the exchange agent determine in our sole discretion, duly executed by the registered holders with the signature thereon guaranteed by an eligible institution.

We or the exchange agent in our sole discretion will make a final and binding determination on all questions as to the validity, form, eligibility (including time of receipt) and acceptance of old notes tendered for exchange. We reserve the absolute right to reject any and all tenders of any particular old note not properly tendered or to not accept any particular old note which acceptance might, in our judgment or our counsel s, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to any particular old note either before or after the expiration date (including the right to waive the ineligibility of any holder who seeks to tender old notes in the exchange offer). Our or the exchange agent s interpretation of the terms and conditions of the exchange offer as to any particular old note either before or after the expiration date (including the letter of transmittal and the instructions thereto) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes for exchange must be cured within a reasonable period of time, as we determine. We are not, nor is the exchange agent or any other person, under any duty to notify you of any defect or irregularity with respect to your tender of old notes for exchange, and no one will be liable for failing to provide such notification.

If the letter of transmittal is signed by a person or persons other than the registered holder or holders of old notes, such old notes must be endorsed or accompanied by powers of attorney signed exactly as the name(s) of the registered holder(s) that appear on the old notes.

If the letter of transmittal or any old notes or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing. Unless waived by us or the exchange agent, proper evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

By tendering old notes, you represent to us that, among other things, the new notes acquired pursuant to the exchange offer are being obtained in the ordinary course of business of the person receiving such new notes, whether or not such person is the holder, that neither the holder nor such other person has any arrangement or understanding with any person, to participate in a distribution of the old notes or the new notes, and that you are not holding old notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering. If you are our affiliate, as defined under Rule 405 under the Securities Act, and engage in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of such new notes to be acquired pursuant to the exchange offer, you or any such other person:

could not rely on the applicable interpretations of the staff of the SEC; and

must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of new notes. See Plan of Distribution.

Table of Contents

Acceptance of Old Notes for Exchange; Delivery of New Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all old notes properly tendered and will issue the new notes promptly after acceptance of the old notes. See Conditions to the Exchange Offer. For purposes of the exchange offer, we will be deemed to have accepted properly tendered old notes for exchange if and when we give oral (confirmed in writing) or written notice to the exchange agent.

The holder of each old note accepted for exchange will receive a new note in the amount equal to the surrendered old note. Holders of new notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the old notes. Holders of new notes will not receive any payment in respect of accrued interest on old notes otherwise payable on any interest payment date, the record date for which occurs on or after the consummation of the exchange offer.

In all cases, issuance of new notes for old notes that are accepted for exchange will be made only after timely receipt by the exchange agent of:

a timely book-entry confirmation of such old notes into the exchange agent s account at DTC;

a properly completed and duly executed letter of transmittal or an agent s message in lieu thereof; and

all other required documents.

If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if old notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged old notes will be returned without expense to the tendering holder (or, in the case of old notes tendered by book entry transfer into the exchange agent s account at DTC pursuant to the book-entry procedures described below, such non-exchanged old notes will be credited to an account maintained with DTC) as promptly as practicable after the expiration or termination of the exchange offer.

Book-Entry Transfers

For purposes of the exchange offer, the exchange agent will request that an account be established with respect to the old notes at DTC within two business days after the date of this prospectus, unless the exchange agent has already established an account with DTC suitable for the exchange offer. Any financial institution that is a participant in DTC may make book-entry delivery of old notes by causing DTC to transfer such old notes into the exchange agent s account at DTC in accordance with DTC s procedures for transfer. Although delivery of old notes may be effected through book-entry transfer at DTC, the letter of transmittal or facsimile thereof or an agent s message in lieu thereof, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the exchange agent at the address set forth under Exchange Agent on or prior to the expiration date.

Withdrawal Rights

You may withdraw your tender of old notes at any time prior to 5:00 p.m., New York City time, on the expiration date. To be effective, a written notice of withdrawal must be received by the exchange agent at one of the addresses set forth under Exchange Agent. This notice must specify:

the name of the person having tendered the old notes to be withdrawn;

the old notes to be withdrawn (including the principal amount of such old notes); and

where certificates for old notes have been transmitted, the name in which such old notes are registered, if different from that of the withdrawing holder.

If certificates for old notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an eligible institution, unless such

Table of Contents

holder is an eligible institution. If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of DTC.

We or the exchange agent will make a final and binding determination on all questions as to the validity, form and eligibility (including time of receipt) of such notices. Any old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old notes tendered for exchange but not exchanged for any reason will be returned to the holder without cost to such holder (or, in the case of old notes tendered by book-entry transfer into the exchange agent s account at DTC pursuant to the book-entry transfer procedures described above, such old notes will be credited to an account maintained with DTC for the old notes) as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be retendered by following one of the procedures described under Procedures for tendering old notes above at any time on or prior to the expiration date.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, we are not required to accept for exchange, or to issue new notes in exchange for, any old notes and may terminate or amend the exchange offer, if any of the following events occur prior to acceptance of such old notes:

(a) the exchange offer violates any applicable law or applicable interpretation of the staff of the SEC;

(b) there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree has been issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission,

(1) seeking to restrain or prohibit the making or consummation of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result thereof, or

(2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the old notes pursuant to the exchange offer;

(c) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any government or governmental authority, domestic or foreign, or any action has been taken, proposed or threatened, by any government, governmental authority, agency or court, domestic or foreign, that in our sole judgment might, directly or indirectly, result in any of the consequences referred to in clauses (1) or (2) above or, in our reasonable judgment, might result in the holders of new notes having obligations with respect to resales and transfers of new notes which are greater than those described in the interpretation of the SEC referred to on the cover page of this prospectus, or would otherwise make it inadvisable to proceed with the exchange offer; or

(d) there has occurred:

(1) any general suspension of or general limitation on prices for, or trading in, our debt or equity securities on any national securities exchange or in the over-the-counter market,

(2) any limitation by a governmental agency or authority which may adversely affect our ability to complete the transactions contemplated by the exchange offer,

(3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit, or

(4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the foregoing existing at the time of the commencement of the exchange offer, a material acceleration or worsening thereof; which in our reasonable judgment in any case, and regardless of the circumstances (including any action by us) giving

Table of Contents

rise to any such condition, makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any condition or may be waived by us in whole or in part at any time in our reasonable discretion. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which may be asserted at any time.

In addition, we will not accept for exchange any old notes tendered, and no new notes will be issued in exchange for any such old notes, if at such time any stop order is threatened or in effect with respect to the registration statement, of which this prospectus constitutes a part, or the qualification of the indenture under the Trust Indenture Act of 1939.

Exchange Agent

We have appointed U.S. Bank National Association as the exchange agent for the exchange offer. All executed letters of transmittal should be directed to the exchange agent at the address set forth below. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal should be directed to the exchange agent addressed as follows:

U.S. Bank National Association, Exchange Agent

By Registered or Certified Mail, Overnight Delivery:
U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
EP-MN-WS2N
St. Paul, MN 55107-2292
Attn: Specialized Finance

For Information Call:
(800) 934-6802 or go to
www.usbank.com/corp_trust/bondholder_contact.html

By Facsimile Transmission
(for Eligible Institutions only):
(651) 495-8158

Confirm by Telephone:
(800) 934-6802

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF SUCH LETTER OF TRANSMITTAL VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

The principal solicitation is being made by mail by U.S. Bank National Association, as exchange agent. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable out-of-pocket

expenses incurred in connection with the provision of these services and pay other registration expenses, including fees and expenses of the trustee under the indenture relating to the new notes, filing fees, blue sky fees and printing and distribution expenses. We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer.

Additional solicitation may be made by telephone, facsimile or in person by our and our affiliates officers and regular employees and by persons so engaged by the exchange agent.

Table of Contents

Accounting Treatment

We will record the new notes at the same carrying value as the old notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes. The fees and expenses related to the issuance of the new notes will be amortized over the term of such notes.

Consequences of Exchanging or Failing to Exchange Old Notes

If you do not exchange your old notes for new notes in the exchange offer, your old notes will continue to be subject to the provisions of the indenture relating to the notes regarding transfer and exchange of the old notes and the restrictions on transfer of the old notes described in the legend on your certificates. These transfer restrictions are required because the old notes were issued under an exemption from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the old notes may not be offered or sold unless registered under the Securities Act, except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not plan to register the old notes under the Securities Act. Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act. However, you will not be able to freely transfer the new notes if:

you are our affiliate, as defined in Rule 405 under the Securities Act;

you are not acquiring the new notes in the exchange offer in the ordinary course of your business;

you have an arrangement or understanding with any person to participate in a distribution, as defined in the Securities Act, of the new notes you will receive in the exchange offer;

you are holding old notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering; or

you are a participating broker-dealer.

We do not intend to request the SEC to consider, and the SEC has not considered, the exchange offer in the context of a similar no-action letter. As a result, we cannot guarantee that the staff of the SEC would make a similar determination with respect to the exchange offer as in the circumstances described in the no action letters discussed above. Each holder, other than a broker-dealer, must acknowledge that it is not engaged in, and does not intend to engage in, a distribution of new notes and has no arrangement or understanding to participate in a distribution of new notes. If you are our affiliate, are engaged in or intend to engage in a distribution of the new notes or have any arrangement or understanding with respect to the distribution of the new notes you will receive in the exchange offer, you may not rely on the applicable interpretations of the staff of the SEC and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction involving the new notes. If you are a participating broker-dealer, you must acknowledge that you will deliver a prospectus in connection with any resale of the new notes. In addition, to comply with state securities laws, you may not offer or sell the new notes in any state unless they have been registered or qualified for sale in that state or an exemption from registration or qualification is available and is complied with. The offer and sale of the new notes to qualified institutional buyers (as defined in Rule 144A of the Securities Act) is generally exempt from registration or qualification under state securities laws. We do not plan to register or qualify the sale of the new notes in any state where an exemption from registration or qualification is required and not available.

Table of Contents

DESCRIPTION OF THE NEW NOTES

The new notes (the New Notes) will be issued under the Indenture dated as of November 23, 2009 (as amended, modified or supplemented from time to time in accordance with its terms, the Indenture) between the Company, the Guarantors and U.S. Bank National Association, as trustee (the Trustee). This is the same indenture under which the old notes were issued. Unless the context otherwise requires, the old notes and the New Notes are referred to collectively as the Notes.

We urge you to read the Indenture because it, and not this description, defines your rights as a holder of the New Notes. The following summary, which describes certain provisions of the Indenture and the New Notes, does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the Trust Indenture Act of 1939, as in effect on the date of the original issue of the New Notes (the TIA), and all the provisions of the Indenture and the New Notes, including the definitions therein of terms not defined in this prospectus. A copy of the Indenture is included as an exhibit to the registration statement on Form S-4 of which this prospectus forms a part. Certain terms used herein are defined below under Certain Definitions.

The terms of the New Notes we are issuing in this exchange offer and the old notes that are outstanding are identical in all material respects, except:

- the New Notes will have been registered under the Securities Act; and
- the New Notes will not contain certain transfer restrictions and registration rights (including interest rate increases) that relate to the old notes.

General

Notes

The New Notes will be unsubordinated, secured obligations of the Company, and will mature on November 15, 2015. The Trustee will authenticate and deliver the New Notes for original issue in an aggregate principal amount of up to $330,000,000 and, subject to compliance with the debt incurrence covenants in the Indenture, we can issue additional Notes at later dates under the same Indenture. The New Notes will bear interest at a rate equal to 93/4% per annum, payable semi-annually in arrears on May 15 and November 15 of each year, commencing May 15, 2010, to the persons who are registered holders thereof at the close of business on May 1 or November 1 immediately preceding such interest payment date. Interest on the New Notes will accrue from November 23, 2009 or, if interest has already been paid, from the date it was most recently paid.

All interest on the New Notes will be computed on the basis of a 360-day year of twelve 30-day months. Principal, premium and interest will be payable by wire transfer, subject to certain exceptions. The New Notes will be transferable and exchangeable at the office of the Trustee and will be issued only in fully registered form, without coupons, in denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Any old notes that remain outstanding after the consummation of the exchange offer described in this prospectus (the Exchange Offer), together with the New Notes and any additional Notes issued under the Indenture at a later date (the Additional Notes), will be treated as a single class of securities under the Indenture.

To the extent required by applicable tax regulations, Additional Notes that are issued with original issue discount may not trade fungibly with other Notes, may trade under a separate CUSIP number and may be treated as a separate class for purposes of transfer and exchange. Nevertheless, any such Additional Notes will be treated for all other purposes under the Indenture as a single class with the other Notes.

Guarantees

The New Notes will be guaranteed on a senior secured basis by the Parent Guarantor and the Subsidiaries required to guarantee the New Notes by the covenant described under Certain Covenants Future Subsidiary Guarantors; Releases of Subsidiary Guarantees. These Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Guarantee will contain certain limitations intended to mitigate the risk of that Subsidiary Guarantee constituting a fraudulent conveyance under applicable law. See Risk

Table of Contents

Factors Risks Relating to the Notes U.S. federal and state fraudulent transfer laws may permit a court to void the notes, the guarantees and the liens securing the notes and the guarantees, subordinate claims in respect of the notes, the guarantees and the liens securing the notes and the guarantees, and require holders to return payments received and, if that occurs, you may not receive any payments on the notes.

The ability of each Subsidiary Guarantor to merge, consolidate or sell all or substantially all of its assets is limited as described under paragraph (c) of the provisions described under Certain Covenants Successor Company.

Under certain circumstances, a Subsidiary Guarantor will be released from all its obligations under its Subsidiary Guarantee. See Certain Covenants Future Subsidiary Guarantors; Releases of Subsidiary Guarantees.

Ranking, Security

The New Notes:

- will be unsubordinated obligations of the Company;
- will rank senior in right of payment to any future Subordinated Obligations of the Company;
- will be pari passu in right of payment with all existing and future senior Debt of the Company;
- will be secured, together with the Multi-Currency Secured Obligations (on an equal and ratable basis), by a second-priority Lien on the Term Loan Collateral, subject to a first-priority Lien securing the Term Loan Secured Obligations and other Permitted Liens, and therefore will be effectively subordinated to the Term Loan Secured Obligations and any other obligations secured by first-priority Permitted Liens on the Term Loan Collateral (which could include Debt that refinances the Multi-Currency Secured Obligations) to the extent that the value of the Term Loan Collateral does not exceed the aggregate amount of such obligations;
- will be secured by a third-priority Lien on the Multi-Currency Collateral, subject to a first-priority Lien securing the Multi-Currency Secured Obligations, a second-priority Lien securing the Term Loan Secured Obligations and other Permitted Liens, and therefore will be effectively subordinated to the Multi-Currency Secured Obligations, the Term Loan Secured Obligations and any other obligations secured by first-priority or second-priority Permitted Liens on the Multi-Currency Collateral to the extent that the value of the Multi-Currency Collateral does not exceed the aggregate amount of such obligations;
- will be fully and unconditionally guaranteed by the Subsidiary Guarantors on a senior secured basis; and
- will be fully and unconditionally guaranteed by Revlon, Inc., the Parent Guarantor, on a senior basis, secured by a pledge of Term Loan Collateral consisting of Capital Stock of the Company.

The New Notes will be guaranteed by the Parent Guarantor and each of the Company s Domestic Subsidiaries (other than Immaterial Subsidiaries) and certain future Domestic Subsidiaries required to guarantee the New Notes under the covenant described under Certain Covenants Future Subsidiary Guarantors; Releases of Subsidiary Guarantees.

Each Guarantee of the New Notes by a Guarantor:

- will be an unsubordinated obligation of each Guarantor;
- will rank senior in right of payment to any future Subordinated Obligations of such Guarantor;

will be pari passu in right of payment with all existing and future senior Debt of such Guarantor;

in the case of Subsidiary Guarantees and the Guarantee of the New Notes by the Parent Guarantor, will be secured, together with the Multi-Currency Secured Obligations (on an equal and ratable basis), by a second-priority Lien on the Term Loan Collateral, subject to a first-priority Lien securing the Term Loan Secured Obligations and other Permitted Liens, and therefore will be effectively subordinated to the Term Loan Secured Obligations and any other obligations secured by first-priority Permitted Liens on the Term Loan

Table of Contents

Collateral (which could include Debt that refinances the Multi-Currency Secured Obligations) to the extent that the value of the Term Loan Collateral does not exceed the aggregate amount of such obligations; and

in the case of Subsidiary Guarantees, will be secured by a third-priority Lien on the Multi-Currency Collateral of such Subsidiary Guarantor, subject to a first-priority Lien securing the Multi-Currency Secured Obligations, a second-priority Lien securing the Term Loan Secured Obligations and other Permitted Liens and therefore will be effectively subordinated to the Multi-Currency Secured Obligations, the Term Loan Secured Obligations and any other obligations secured by first-priority or second-priority Permitted Liens on the Multi-Currency Collateral to the extent that the value of the Multi-Currency Collateral does not exceed the aggregate amount of such obligations.

Although the Liens securing the New Notes and the Guarantees are equal in Lien priority with the Liens securing the Multi-Currency Secured Obligations with respect to the Term Loan Collateral, they have different rights as to enforcement, procedural provisions and other similar matters than the holders of Liens securing the Multi-Currency Secured Obligations, as provided in the Intercreditor Agreement. See Security for the New Notes Intercreditor Agreement.

The New Notes will not be guaranteed by the Company s Foreign Subsidiaries and Immaterial Subsidiaries (the Non-Guarantor Subsidiaries). For the year ended December 31, 2009, the Company s Non-Guarantor Subsidiaries represented, on a consolidated basis, approximately $500.9 million, or 38.7%, of the Company s total net sales and approximately $21.2 million, or 36.1%, of the Company s total net income. In addition, as of December 31, 2009, the Company s Non-Guarantor Subsidiaries represented, on a consolidated basis, 63.4% of the Company s total assets, or 27.2% of the Company s total assets (excluding intercompany assets), and approximately $141.9 million, or 7.8%, of the Company s outstanding indebtedness and other liabilities (excluding intercompany liabilities), to which the New Notes and the Guarantees would have been structurally subordinated. The value of these assets does not include the value of the Company s internally developed intellectual property, including the Revlon brand.

Security for the New Notes

General

The New Notes and the Guarantees will have the benefit of the Collateral, which will consist of (i) the Term Loan Collateral, as to which the Term Loan Secured Parties will have a first-priority security interest and the holders of the New Notes and the Multi-Currency Secured Parties will have a second-priority security interest (subject to Permitted Liens), and (ii) the Multi-Currency Collateral, as to which the Multi-Currency Secured Parties will have a first-priority security interest, the Term Loan Secured Parties will have a second-priority security interest and the holders of the New Notes will have a third-priority security interest (subject to Permitted Liens).

The Collateral will not include any Excluded Property or any Other Excluded Assets, even though the Term Loan Secured Obligations and the Multi-Currency Secured Obligations may be secured by certain of the Other Excluded Assets. Certain of the Multi-Currency Secured Obligations consist of obligations of the Company s foreign subsidiaries which may also be secured by assets of those foreign subsidiaries that are not included in the Collateral. Subject to certain exceptions, the Lien on any item of Collateral securing the New Notes will terminate and be released automatically if the Liens on such item of Collateral securing the Multi-Currency Secured Obligations and Term Loan Secured Obligations are released.

The Liens on the Collateral will be created pursuant to agreements governed by New York law, and neither the Company nor any Guarantor will have any obligation to perfect a security interest in any assets under the laws of any other jurisdiction except to the extent that such perfection is obtained in such assets for the benefit of the

Multi-Currency Secured Obligations and the Term Loan Secured Obligations. In addition, with respect to Collateral consisting of certain deposit accounts, motor vehicles and certain other assets, neither the Company nor any Guarantor will have any obligation to perfect the security interests therein except to the extent that such perfection is obtained in such assets for the benefit of the Multi-Currency Secured Obligations and the Term Loan Secured Obligations.

Table of Contents

The Company and the Guarantors will be able to incur additional Debt which may share in the Collateral on a senior, junior or pari passu basis. The amount of such additional Debt will be limited by the covenants described under Certain Covenants Limitation on Liens and Certain Covenants Limitation on Debt. Under certain circumstances amount of such additional Secured Debt could be significant.

Except as provided in the Intercreditor Agreement, any actions that may be taken in respect of any of the Collateral, including the ability to cause the commencement of enforcement proceedings against the Collateral and to control the conduct of such proceedings, are limited and controlled and directed by the Controlling Agent. The Trustee will not be the Controlling Agent at any time when there are outstanding Multi-Currency Secured Obligations (whether secured on a senior or pari passu basis), Term Loan Secured Obligations or other obligations secured on a pari passu basis with the New Notes. Except as provided in the Intercreditor Agreement, holders of obligations secured on a junior basis to the New Notes will not be able to take any enforcement action with respect to the Collateral so long as any New Notes are outstanding.

Subject to the terms of the Security Documents, the Company and the Guarantors will have the right to remain in possession and retain control of the Collateral securing the New Notes (other than as set forth in the Security Documents), to freely operate the Collateral and to collect, invest and dispose of any income therefrom.

See Risk Factors Risks Relating to the Notes If we were to file for bankruptcy protection, the ability of holders of the notes to realize upon the Collateral will be subject to certain bankruptcy law limitations, and if a bankruptcy petition were filed by us or against us, holders of the notes may receive a lesser amount for their claim than they would have been entitled to receive under the indenture governing the notes.

As used in this Description of the New Notes , any references to Liens securing the New Notes or the like will be deemed to include the Liens securing the Guarantees as well.

Term Loan Collateral

The New Notes and the Guarantees will be secured by second-priority security interests in the Term Loan Collateral, pari passu with the Multi-Currency Secured Obligations and subject to Permitted Liens. The Term Loan Collateral generally consists of capital stock of the Company and its Subsidiaries (other than certain stock of Foreign Subsidiaries and certain other exceptions) and substantially all of the other tangible and intangible assets (including intellectual property) of the Company and the Subsidiary Guarantors, other than the Multi-Currency Collateral and the Excluded Property.

Multi-Currency Collateral

The New Notes and the Guarantees will also be secured by third-priority security interests in the Multi-Currency Collateral (subject to Permitted Liens). The Multi-Currency Collateral generally consists of substantially all inventory, accounts receivable, deposit accounts, instruments, investment property (other than the Capital Stock of the Company and its Subsidiaries), equipment, fixtures, chattel paper and certain assets related thereto, in each case held by the Company and the Subsidiary Guarantors, other than Excluded Property. The Multi-Currency Collateral will also include mortgages on the Company s owned real property in Oxford, North Carolina and any owned real property located in the United States acquired in the future by the Company or any Subsidiary Guarantor that has a value greater than $7.5 million (collectively, the Mortgaged Properties).

Security Documents

The Company, the Guarantors and the Collateral Agent entered into one or more Security Documents (including by means of amendments to or amendment and restatements of existing security agreements in favor of the Collateral Agent for the benefit of the Multi-Currency Secured Parties and Term Loan Secured Parties) creating and establishing the terms of the security interests that secure the New Notes and the Guarantees. These security interests secure the payment and performance when due of all of the obligations of the Company and the Guarantors under the New Notes, the Indenture, the Guarantees and the Security Documents, as provided in the Security Documents. To the extent that the Company and the Guarantors were unable to complete on or prior to the issue date of the old notes certain filings and other similar actions required in connection with the perfection of such security

Table of Contents

interests, they completed such actions as soon as reasonably practicable after such date. Citicorp USA, Inc. has been appointed, pursuant to the Intercreditor Agreement, as the Collateral Agent for the benefit of the Multi-Currency Secured Parties, the Term Loan Secured Parties and the Noteholder Secured Parties. The Security Documents may be amended from time to time without the consent of the Trustee or the Noteholders to the extent provided in Amendment below.

Intercreditor Agreement

On the issue date of the old notes, the Company, the Guarantors, the Multi-Currency Administrative Agent, the Term Loan Administrative Agent, the Collateral Agent and the Trustee entered into the Intercreditor Agreement. Although the holders of the New Notes are not party to the Intercreditor Agreement, by their acceptance of the New Notes they will agree to be bound thereby. The Intercreditor Agreement provides that, if there is no acting Trustee under the Indenture at any time, the term Trustee as used in the Intercreditor Agreement will mean the Required Holders.

Certain capitalized terms that are used in this Intercreditor Agreement section (such as Senior Agent, Senior Claims, Senior Liens, Senior Secured Parties, Junior Agents, Junior Claims, Junior Liens and Junior Secured Parties), the definitions of which are set forth under Certain Definitions below, are intended to express the fact that, in the case of Multi-Currency Collateral, the New Notes are secured by a third-priority Lien on the Multi-Currency Collateral, subject to a first-priority Lien securing the Multi-Currency Secured Obligations and a second-priority Lien securing the Term Loan Secured Obligations, and in the case of Term-Loan Collateral, the New Notes are secured pari passu with the Multi-Currency Secured Obligations by a second-priority Lien on the Term-Loan Collateral, subject to a first-priority Lien securing the Term Loan Secured Obligations. The Intercreditor Agreement may be amended from time to time without the consent of the Trustee or the Noteholders to the extent provided in Amendment below. The Intercreditor Agreement was amended and restated on March 11, 2010 in conjunction with the amendment and restatement of the Credit Agreements in order to reflect expressly in the recitals and defined terms set forth therein the amendment and restatement of the Credit Agreements and as a matter of convenience and for ease of reference.

Actions of Collateral Agent; Direction by Controlling Agent. The Intercreditor Agreement provides that, from and after the receipt of any Notice of Actionable Default and prior to the withdrawal of all pending Notices of Actionable Default, the Collateral Agent will take, or refrain from taking, any action, with respect to any Collateral (and any provision of the Intercreditor Collateral Documents related thereto), as directed in writing by the Controlling Agent in respect of such Collateral. Each Representative, in the event all of the Events of Default (as defined in the applicable Financing Document) giving rise to any Notice of Actionable Default issued by such Representative have been cured or waived or otherwise have ceased to exist pursuant to the applicable Financing Document, will withdraw such Notice of Actionable Default by written notice to the Collateral Agent. The Indenture provides that the Trustee will not deliver any Notice of Actionable Default to the Collateral Agent unless (i) an Event of Default under the Indenture has occurred and is continuing, (ii) any required notice thereof has been given and any grace periods provided for in the Indenture have expired and (iii) holders of at least 30% in principal amount of the outstanding New Notes have requested the Trustee in writing to deliver such Notice of Actionable Default.

Except as set forth in the preceding paragraph, the Collateral Agent will take, or refrain from taking, any action as directed in writing (i) by the applicable Representative as designated in the Multi-Currency Credit Agreement, the Term Loan Agreement or (to the extent permitted by the Intercreditor Agreement and the Indenture) the Indenture, as applicable, or any other Financing Document with respect to such action, (ii) collectively by the Representatives or (iii) in the absence of such events, with respect to any Collateral (and any provision of the Intercreditor Collateral Documents related thereto), by the Controlling Agent in respect of such Collateral.

In addition, under the Intercreditor Agreement, the Collateral Agent is obliged to perform only such duties as are specifically set forth in the Intercreditor Agreement or any other Intercreditor Collateral Document, and no implied

covenants or obligations will be read into any Intercreditor Collateral Document against the Collateral Agent. The Collateral Agent will, upon receipt of any written direction permitted under the Intercreditor Agreement, exercise the rights and powers vested in it by any Intercreditor Collateral Document with respect

to such direction, and the Collateral Agent will not be liable with respect to any action taken or omitted in accordance with such direction. If the Collateral Agent seeks directions from any Representative or the Required Secured Parties with respect to any action under any Intercreditor Collateral Document, the Collateral Agent will not be required to take, or refrain from taking, such action until it has received such direction.

Prohibition On Contesting Liens, etc. In the Intercreditor Agreement, the Trustee, on behalf of each Noteholder Secured Party, in respect of any Collateral:

agreed that it will not, and will waive any right to, contest, or support any other Person in contesting, in any proceeding (including any Insolvency Proceeding), the priority, validity or enforceability of any Senior Lien or Pari Passu Lien on such Collateral; or demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or similar right which it may have in respect of such Collateral or the Senior Liens or Pari Passu Liens on such Collateral, except to the extent that such rights are expressly granted in the Intercreditor Agreement;

agreed that, prior to the payment in full of the Senior Claims in respect of such Collateral, it will not take or receive any such Collateral or any proceeds of such Collateral in connection with the exercise of any right or remedy (including setoff) with respect to such Collateral. Without limiting the generality of the foregoing, prior to the payment in full of the Senior Claims in respect of any Collateral, the sole right of the Trustee and the Noteholder Secured Parties with respect to such Collateral will be the right to receive a share of the proceeds thereof pursuant to the Intercreditor Agreement;

agreed that neither it nor any Noteholder Secured Party will take any action that would hinder any exercise of remedies undertaken by any Senior Secured Party in respect of such Collateral under the Intercreditor Collateral Documents, including any sale, lease, exchange, transfer or other disposition of such Collateral, whether by foreclosure or otherwise, and waive any and all rights it or any Noteholder Secured Party may have as a junior creditor or otherwise to object to the manner in which any Senior Secured Party may seek to enforce or collect the Senior Claims or the Liens granted in any of such Collateral;

waived any rights of subrogation it may acquire as a result of any payment under the Intercreditor Agreement until the Senior Claims in respect of such Collateral will have been paid in full. Upon payment in full of such Senior Claims, the Noteholder Secured Parties will be subrogated to the rights of the Senior Secured Parties to receive payments or distributions applicable to such Senior Claims;

irrevocably constituted and appointed the Senior Agent or the Controlling Agent, as the case may be, in respect of such Collateral and any officer or agent (including the Collateral Agent) of such Senior Agent or Controlling Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Trustee or such holder or in such Senior Agent s or Controlling Agent s own name, from time to time in such Senior Agent s or Controlling Agent s discretion, for the purpose of carrying out the terms of the Intercreditor Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Intercreditor Agreement, including any financing statements, endorsements or other instruments or transfer or release;

agreed that no Senior Secured Party will have any duty or liability to any Noteholder Secured Party, and will waive all claims against each Senior Secured Party arising out of any and all actions which any Senior Secured Party may take or permit or omit to take with respect to: (i) the Senior Documents, (ii) the collection of the Senior Claims, (iii) the foreclosure upon, or sale, liquidation or other disposition of, the Senior Collateral, (iv) the release of any Lien in respect of any Senior Collateral, or (v) the maintenance or preservation of the

Senior Collateral, the Senior Claims or otherwise; and

agreed not to assert and will waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law or any other similar rights a junior secured creditor may have under applicable law in respect of such Collateral.

Table of Contents

New Liens; Separate Liens. The parties to the Intercreditor Agreement agreed that, prior to the payment in full of the Secured Claims, any Lien on any asset of any Loan Party securing any Secured Claim (and which asset is not also subject to a Lien securing all of the Secured Claims in accordance with the priorities set forth in the Intercreditor Agreement) will immediately be released upon demand by any Agent or assigned to the Collateral Agent on behalf of the Secured Parties, subject to the priorities set forth in the Intercreditor Agreement, and, at all times prior to such release or assignment, the Secured Party to whom such Lien was granted will be acting as a sub-agent of the Collateral Agent for the sole purpose of perfecting the Lien on such asset; *provided*, *however*, that if the Multi-Currency Credit Agreement, the Term Loan Agreement or the Indenture, as the case may be, specifically does not require the relevant Secured Claims to be secured by a Lien on such asset, then this paragraph will not apply to such asset solely in respect of such Secured Claims. The Indenture provides that this paragraph will not apply to any Other Excluded Assets or to any assets of any Subsidiary that is not required by the Indenture to be a Guarantor.

Under the Intercreditor Agreement, each Loan Party agreed not to grant, or to permit any of its Subsidiaries to grant, except as expressly permitted by the Financing Documents, any Lien on any of its respective assets securing the Senior Claims or the Junior Claims, as the case may be, to any Person other than the Collateral Agent on behalf of the Secured Parties, subject to the priorities set forth in the Intercreditor Agreement.

Under the Intercreditor Agreement, the grants of Liens pursuant to the Intercreditor Collateral Documents constitute separate and distinct grants of Liens. The Intercreditor Agreement states that, because of, among other things, their differing rights in the Collateral, the Noteholder Claims in respect of any Collateral are fundamentally different from the Senior Claims in respect of such Collateral, and the Noteholder Claims and Senior Claims in respect of any Collateral must be separately classified in any Insolvency Proceeding. If it is held that, in respect of any Collateral, the Noteholder Claims and the Senior Claims in respect of such Collateral constitute only one secured claim (rather than separate classes of senior and junior secured claims), then the Noteholder Secured Parties acknowledge and agree that all distributions will be made as if there were separate classes of senior and junior secured claims against the Loan Parties in respect of any Collateral (with the effect that, to the extent that the aggregate value of the Senior Collateral is sufficient (for this purpose ignoring all claims held by the Noteholder Secured Parties), the Senior Secured Parties will be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest before any distribution is made in respect of the claims held by the Noteholder Secured Parties with respect to the Senior Collateral, with the Noteholder Secured Parties acknowledging and agreeing to turn over to the Senior Secured Parties amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Noteholder Secured Parties).

Remedies. Under the Intercreditor Agreement, prior to the payment in full of the Senior Claims in respect of any Collateral, whether or not any Insolvency Proceeding has been commenced by or against any Loan Party, with respect to such Collateral:

(i) no Noteholder Secured Party will (or direct the Collateral Agent to) (A) exercise or seek to exercise any rights or remedies, (B) institute any action or proceeding with respect to such rights or remedies, including any action of foreclosure, contest, protest, (C) object to any foreclosure proceeding or action brought by the Collateral Agent or any Senior Secured Party or any other exercise of any rights and remedies relating to such Collateral under the Intercreditor Collateral Documents or otherwise, or (D) object to the forbearance by the Senior Secured Parties from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to such Collateral; and

(ii) the Senior Agent or the Controlling Agent, as the case may be, on behalf of the Senior Secured Parties, will have the exclusive right to (and the exclusive right to direct the Collateral Agent to) enforce rights, exercise remedies and

make determinations regarding release, disposition (including under § 363(f) of the Bankruptcy Code) or restrictions with respect to such Collateral without any consultation with, or the consent of, any Noteholder Secured Party.

In exercising rights and remedies with respect to any Collateral, the Senior Agent or the Controlling Agent, as the case may be, on behalf of the Senior Secured Parties, in respect of such Collateral may enforce (and direct the

Table of Contents

Collateral Agent to enforce) the provisions of the Senior Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement will include, without limitation, the rights of an agent appointed by them to sell or otherwise dispose of such Collateral upon foreclosure, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured lender under the UCC of any applicable jurisdiction and of a secured creditor under any Bankruptcy Law.

Notwithstanding anything to the contrary in the Intercreditor Agreement, each Noteholder Secured Party may exercise its rights and remedies as an unsecured creditor against the Loan Parties in accordance with the terms of the Indenture Documents and applicable law. In the event any Noteholder Secured Party in respect of any Collateral becomes a judgment lien creditor in respect of such Collateral as a result of its enforcement of its rights as an unsecured creditor, such judgment lien will be subordinated to any Lien on such Collateral securing any Senior Claim in respect of such Collateral on the same basis and to the same extent as the other Liens on such Collateral securing the Noteholder Claims are subordinated to those securing the Senior Claims under the Intercreditor Agreement. Nothing in the Intercreditor Agreement modifies any rights or remedies which any Senior Secured Party in respect of any Collateral may have with respect to such Collateral.

Insolvency Proceedings. Under the Intercreditor Agreement, until the payment in full of all Senior Claims in respect of any Collateral, the Senior Agent will have the right, but not the obligation, to vote the claim of any Noteholder Secured Party in respect of such Collateral in any Insolvency Proceeding if such Noteholder Secured Party has not voted its claim on or prior to 10 days before the expiration of the time to vote any such claim. If the Senior Agent exercises such right to vote, no Noteholder Secured Party will be entitled to change or withdraw such vote.

In the event an Insolvency Proceeding is commenced by or against any Loan Party, in respect of any part of the Senior Collateral or proceeds thereof or any Senior Lien which may exist thereon, each of the Noteholder Secured Parties in respect of such Collateral will agree in the Intercreditor Agreement that such Person will not, until the payment in full of the Senior Claims in respect of such Collateral:

(a) seek any relief from, or modification of, the automatic stay as provided in § 362 of the Bankruptcy Code or seek or accept any form of adequate protection under either or both of § 362 and § 363 of the Bankruptcy Code with respect to the Senior Collateral, except (i) replacement Liens, which Liens at all times will (A) also secure the Senior Claims and (B) be subordinated to the Senior Liens in accordance with, and subject to, the terms of the Intercreditor Agreement, and (ii) the accrual or the current payment of interest and out-of-pocket expenses, including fees and disbursements of counsel and other professional advisors, incurred by the Trustee (which the Noteholder Secured Parties agree will constitute adequate protection of their claims and interests);

(b) oppose or object to any adequate protection sought by or granted to any Senior Secured Parties with respect to the Senior Collateral;

(c) oppose or object to the use of any Senior Collateral constituting cash collateral by any Loan Party, unless the Senior Secured Parties will have opposed or objected to such use of such cash collateral;

(d) oppose or object to any financing with respect to any Loan Party provided under any Bankruptcy Law (regardless of whether any Indebtedness thereunder is senior to the Noteholder Claims or secured by Liens on the Senior Collateral that are senior in priority to the Noteholder Liens on such Collateral), unless (i) the Senior Agent or the Senior Secured Parties will have opposed or objected to such financing or (ii) any Indebtedness thereunder is secured by any Collateral on which the Noteholder Secured Parties have a first-priority Lien under the Intercreditor Agreement and the Liens on such Collateral securing such Indebtedness would be senior in priority to such first-priority Liens of the Noteholder Secured Parties;

(e) object to (i) the amount of the Senior Claims allowed or permitted to be asserted under any Bankruptcy Law or (ii) the extent to which the Senior Claims are deemed secured claims, including under § 506(a) of the Bankruptcy Code;

Table of Contents

(f) oppose or object to any protection provided to the Senior Secured Parties, including any form of adequate protection under § 362 or § 363 of the Bankruptcy Code and the payment of amounts equal to interest and expenses allowed under § 506(b) and (c) of the Bankruptcy Code to any Senior Secured Parties; or

(g) object to the treatment of the Senior Claims under a chapter 11 plan of reorganization under the Bankruptcy Code or similar plan or reorganization or arrangement under any other applicable Insolvency Proceeding, except on the grounds that the present value of all property received by the Senior Secured Parties exceeds the amount of the claims of the Senior Secured Parties in such Insolvency Proceeding.

Nothing contained in the Intercreditor Agreement will prohibit or in any way limit any Senior Secured Party from, with respect to the Senior Collateral, objecting in any Insolvency Proceeding (or otherwise) to any action taken by any Noteholder Secured Party, including the seeking by such Noteholder Secured Party of adequate protection with respect to such Collateral or the asserting by such Noteholder Secured Party of any of its rights and remedies under the Indenture Documents (or otherwise) with respect to such Collateral.

Proceeds of Collateral. Under the Intercreditor Agreement, from and after the receipt by the Collateral Agent of any Notice of Actionable Default and prior to the withdrawal of all pending Notices of Actionable Default, proceeds of any Collateral received by any Secured Parties, and all payments made by any Loan Parties in respect of any Secured Claims, will be applied as follows:

(a) *first,* to pay interest on and then principal of any portion of the Senior Claims in respect of such Collateral that the Senior Agent may have advanced on behalf of any Senior Secured Party for which the Senior Agent has not then been reimbursed by such Senior Secured Party or the Loan Parties;

(b) *second,* to pay Secured Claims in respect of any expense reimbursements or indemnities then due to the Senior Agent and the Collateral Agent;

(c) *third,* to pay Secured Claims in respect of any expense reimbursements or indemnities then due to the other Senior Secured Parties;

(d) *fourth,* to pay Secured Claims in respect of any fees then due to the Senior Agent and the Collateral Agent;

(e) *fifth,* to pay Secured Claims in respect of any fees then due to the other Senior Secured Parties;

(f) *sixth,* to pay interest then due and payable in respect of all Senior Claims in respect of such Collateral;

(g) *seventh,* to pay or prepay principal payments for all Senior Claims (and, when applicable, to provide cash collateral for letters of credit or interest rate Hedging Obligations constituting Senior Claims) in respect of such Collateral;

(h) *eighth,* to pay all other Senior Claims in respect of such Collateral;

(i) *ninth,* to pay interest on and then principal of any portion of the Junior Claims that any Junior Agent may have advanced on behalf of any Junior Secured Party for which such Junior Agent has not then been reimbursed by such Junior Secured Party or the Loan Parties;

(j) *tenth,* to pay Secured Claims in respect of any expense reimbursements or indemnities then due to any Junior Agent;

(k) *eleventh,* to pay Secured Claims in respect of any expense reimbursements or indemnities then due to the other Junior Secured Parties;

(l) *twelfth,* to pay Secured Claims in respect of any fees then due to any Junior Agent;

(m) *thirteenth,* to pay Secured Claims in respect of any fees then due to the other Junior Secured Parties;

(n) *fourteenth,* to pay interest then due and payable in respect of all Junior Claims in respect of such Collateral;

Table of Contents

(o) *fifteenth,* to pay or prepay principal payments for all Junior Claims (and, when applicable, to provide cash collateral for letters of credit or interest rate Hedging Obligations constituting Junior Claims) in respect of such Collateral;

(p) *sixteenth,* to pay all other Junior Claims in respect of such Collateral; and

(q) *seventeenth,* as directed by the Company (subject to applicable laws);

provided, *however*, that, if sufficient funds are not available to fund all payments required to be made in any of clauses first through sixteenth above, the available funds being applied to the Secured Claims specified in any such clause (unless otherwise specified in such clause) will be allocated to the payment of such Secured Claims ratably, based on the proportion of each Agent s and each Secured Party s interest in the aggregate outstanding Secured Claims described in such clause. The order of payment application set forth in clauses (a) through (p) above may be amended at any time and from time to time by the Required Secured Parties without any notice to or consent of or approval by any Loan Party or any other Person (including, without limitation, any holder of Designated Eligible Obligations) that is not a party to the Multi-Currency Credit Agreement, the Term Loan Agreement or the Indenture (*provided* that for purposes of this clause the holders of the New Notes will be deemed to be parties to the Indenture), as the case may be, subject to certain exceptions; *provided*, *however*, that (i) any such amendment adversely affecting any Agent will also require the prior written consent of such Agent, (ii) any such amendment not adversely affecting the Multi-Currency Lenders will not require the consent of any Lender (as defined in the Multi-Currency Credit Agreement), (iii) any such amendment not adversely affecting the Term Loan Lenders will not require the consent of any Lender (as defined in the Term Loan Agreement) and (iv) any such amendment not adversely affecting the holders of New Notes will not require the consent or signature of the Trustee or any holder of New Notes.

Indemnification and Expenses. Under the Intercreditor Agreement, each Secured Party agreed to indemnify each Agent and each of its Affiliates, and each of their respective directors, officers, employees, agents and advisors (to the extent not reimbursed by the Company), from and against such Secured Party s ratable share of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements (including fees, expenses and disbursements of financial and legal advisors) of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against, such Agent or any of its Affiliates, directors, officers, employees, agents and advisors in any way relating to or arising out of the Intercreditor Agreement or the other Intercreditor Collateral Documents or any action taken or omitted by such Agent under the Intercreditor Agreement or the other Collateral Documents; *provided*, *however*, that no Secured Party will be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent s or such Affiliate s gross negligence or willful misconduct.

Without limiting the foregoing, each Secured Party agreed to reimburse each Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including fees, expenses and disbursements of financial and legal advisors) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of its rights or responsibilities under, the Intercreditor Agreement or the other Collateral Documents, to the extent that such Agent is not reimbursed for such expenses by the Company or another Loan Party.

Release of Collateral

The Company and the Guarantors will be entitled to the releases of property and other assets included in the Collateral from the Liens securing the New Notes under any one or more of the following circumstances:

to enable the sale, transfer or other disposition of such property or assets to the extent not prohibited under the covenant described under Certain Covenants Limitation on Asset Sales ;

in the case of a Subsidiary Guarantor that is released from its Subsidiary Guarantee, the release of the property and assets of such Subsidiary Guarantor;

if such property or other assets is or becomes Excluded Property; or

as described under Amendment below.

Table of Contents

Without limiting the foregoing, the Lien on any item of Collateral securing the New Notes will terminate and be released automatically, or will be subordinated, if the Liens on such item of Collateral securing the Multi-Currency Secured Obligations and Term Loan Secured Obligations are released or subordinated, respectively (unless, at the time of such release or subordination of such Liens, an Event of Default shall have occurred and be continuing under the Indenture). Notwithstanding the existence of an Event of Default, the Liens on the Collateral securing the New Notes shall also terminate and be released automatically to the extent the Liens on the Collateral securing the Multi-Currency Secured Obligations and Term Loan Secured Obligations are released in connection with a sale, transfer or disposition of such Collateral that is either not prohibited under the Indenture or occurs in connection with the foreclosure of, or other exercise of remedies with respect to, such Collateral by the Collateral Agent (except with respect to any proceeds of such sale, transfer or disposition that remain after satisfaction in full of the Multi-Currency Secured Obligations and Term Loan Secured Obligations). The Liens on the Collateral securing the New Notes, that otherwise would have been released pursuant to the first sentence of this paragraph but for the occurrence and continuation of an Event of Default, will be released when such Event of Default and all other Events of Default under the Indenture cease to exist.

The security interests in all Collateral securing the New Notes also will be released upon (i) payment in full of the principal of, together with accrued and unpaid interest on, the New Notes and all other obligations under the Indenture, the Guarantees under the Indenture and the Security Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid or (ii) a legal defeasance or covenant defeasance under the Indenture as described below under Defeasance or a discharge of the Indenture as described under Satisfaction and Discharge.

At the request of the Company (which request shall be contained in an Officers Certificate) for a release of Collateral in accordance with the above provisions, the Trustee and the Collateral Agent shall promptly take all necessary actions to cause the relevant Collateral to be released.

In addition, at the request of the Company or the applicable Guarantor, as the case may be, (i) the security interests in any part of the Collateral that is subject to any Permitted Lien described in clauses (1), (2)(iii), (2)(iv), (2)(v), (2)(vii), (2)(viii), (2)(xii), (2)(xiii), (4), (13), (14), (16), (20) and (21) under Certain Covenants Limitation on Liens below shall be released or subordinated as required by law or by the holder of such Permitted Lien to the extent documents relating to such Permitted Lien would not permit such asset to be subject to the Liens created under the Security Documents; *provided*, *however*, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Company or the applicable Guarantor, as the case may be, will take all necessary actions in order to secure the Collateral subject to such Permitted Lien in the same manner upon which it was secured prior to the imposition of the Permitted Lien; and (ii) the security interests in patents or trademarks that are licensed to third parties in a transaction that does not violate the Indenture shall be subordinated to such license agreement. Upon receipt of such request, the Trustee and the Collateral Agent shall promptly take all necessary actions to effect such release or subordination.

Notwithstanding anything to the contrary herein, the Company and the Guarantors will not be required to comply with all or any portion of Section 314(d) of the TIA if they determine, in good faith based on advice of counsel, that under the terms of that section and/or any interpretation or guidance as to the meaning thereof of the Commission and its staff, including no action letters or exemptive orders, all or any portion of Section 314(d) of the TIA is inapplicable to the released Collateral. Without limiting the generality of the foregoing, certain no-action letters issued by the Commission have permitted an indenture qualified under the TIA to contain provisions permitting the release of collateral from Liens under such indenture in the ordinary course of the issuer s business without requiring the issuer to provide certificates and other documents under Section 314(d) of the TIA.

The Company and its Subsidiaries may, among other things, without any release or consent by the Trustee or the Collateral Agent, but otherwise in compliance with the covenants of the Indenture and the Security Documents, conduct ordinary course activities with respect to the Collateral, including (i) selling or otherwise disposing of, in any transaction or series of related transactions, any property subject to the Lien of the Security Documents which has become worn out, defective or obsolete or not used or useful in the business; (ii) abandoning, terminating, canceling, releasing or making alterations in or substitutions of any leases or contracts subject to the Lien of the Indenture or any of the Security Documents; (iii) surrendering or modifying any franchise, license or permit subject

Table of Contents

to the Lien of the Indenture or any of the Security Documents which it may own or under which it may be operating; altering, repairing, replacing, changing the location or position of and adding to its structures, machinery, systems, equipment, fixtures and appurtenances; (iv) granting a license of any intellectual property; (v) selling, transferring or otherwise disposing of inventory in the ordinary course of business; (vi) collecting accounts receivable in the ordinary course of business or selling, liquidating, factoring or otherwise disposing of accounts receivable in the ordinary course of business; (vii) making cash payments (including for the repayment of Debt or interest) from cash that is at any time part of the Collateral in the ordinary course of business that are not otherwise prohibited by the Indenture and the Security Documents; and (viii) abandoning, selling or otherwise disposing of any intellectual property which is no longer used or useful in the Company s business. The Company must deliver to the Trustee, within 30 calendar days following the end of each fiscal year (or such later date as the Trustee shall agree), an Officers Certificate to the effect that all releases and withdrawals during the preceding fiscal year (or since the issue date of the old notes, in the case of the first such certificate) in which no release or consent of the Collateral Agent was obtained in the ordinary course of the Company s and its Subsidiaries business were not prohibited by the Indenture.

Impairment of Security Interest

Subject to the rights of the holders of Permitted Liens, the Company will not, and will not permit any of its Subsidiaries (other than Non-Recourse Subsidiaries) to, take or knowingly omit to take, any action which action or omission would or could reasonably be expected to have the result of materially impairing the security interest with respect to the Collateral for the benefit of the Trustee and the holders of the New Notes, except as otherwise permitted by the Indenture, the Intercreditor Agreement and the Security Documents.

After-Acquired Property

Promptly following the acquisition by the Company or any Subsidiary Guarantor of any After-Acquired Property (but subject to the limitations, if applicable, described under Security for the New Notes General , Security for the New Notes Term Loan Collateral and Multi-Currency Collateral), the Company or such Subsidiary Guarantor shall execute and deliver such mortgages, deeds of trust, security instruments, financing statements and certificates and opinions of counsel as the Collateral Agent shall reasonably request and shall be reasonably necessary to vest in the Collateral Agent a perfected security interest in such After-Acquired Property and to have such After-Acquired Property added to the Term Loan Collateral or the Multi-Currency Collateral, as applicable, and thereupon all provisions of the Indenture relating to the Term Loan Collateral or the Multi-Currency Collateral, as applicable, shall be deemed to relate to such After-Acquired Property to the same extent and with the same force and effect.

Information Regarding Collateral

The Company will furnish to the Collateral Agent, with respect to the Company or any Guarantor, prompt written notice of any change in such Person s (i) corporate name, (ii) jurisdiction of organization or formation or (iii) Federal Taxpayer Identification Number. The Company will agree to give the notice of any change referred to in the preceding sentence to the Collateral Agent in a manner sufficient to permit the Collateral Agent to promptly make all filings under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral except to the extent that any failure to have such a perfected security interest would not cause an Event of Default under clause (viii) of the definition thereof.

Further Assurances

The Company and the Guarantors shall execute any and all further documents, financing statements, agreements and instruments, and take all further action that may be required to their knowledge under applicable law to be taken by

the Company or the Guarantors to grant or perfect, or that the Collateral Agent may reasonably request in order to grant, preserve, protect and perfect, the validity and priority of the security interests created or intended to be created by the Security Documents in the Collateral except to the extent any failure to perfect such

Table of Contents

security interest would not cause an Event of Default under clause (viii) of the definition thereof and except to the extent provided under Security for the New Notes General.

Optional Redemption

Except as set forth below, the New Notes will not be redeemable at the option of the Company prior to November 15, 2012. On and after such date, the New Notes may be redeemed at the option of the Company, 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 the date of redemption, if redeemed during the 12-month period beginning on November 15 of the years indicated below:

Year	Redemption Price
2012	104.875%
2013	102.438%
2014	100.000%

The Company will be entitled to redeem the New Notes at its option at any time or from time to time prior to November 15, 2012, as a whole or in part, at a redemption price per New Note equal to the sum of (1) the then outstanding principal amount thereof, plus (2) accrued and unpaid interest (if any) to the date of redemption, plus (3) the Applicable Premium.

Prior to November 15, 2012, the Company will be entitled, from time to time, to redeem up to 35% of the aggregate principal amount of the New Notes and any Additional Notes with, and to the extent the Company actually receives, the net proceeds of one or more Equity Offerings from time to time, at 109.750% of the principal amount thereof, plus accrued interest to the date of redemption; *provided*, *however*, that at least 65% of the aggregate principal amount of the New Notes must remain outstanding after each such redemption.

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of New Notes to be redeemed at his registered address. New Notes in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000 in excess thereof. If money sufficient to pay the redemption price of and accrued interest on all New Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such New Notes (or such portions thereof) called for redemption.

The following definitions are used to determine the Applicable Premium:

Applicable Premium means, with respect to a New Note at any redemption date, the greater of (i) 1.0% of the then outstanding principal amount of such New Note at such time and (ii) the excess of (A) the present value at such redemption date of (1) the redemption price of such New Note on November 15, 2012 (such redemption price being described in the first paragraph of this Optional Redemption section, exclusive of any accrued interest) plus (2) all required remaining scheduled interest payments due on such New Note through November 15, 2012, computed using a discount rate equal to the Treasury Rate plus 75 basis points, over (B) the then outstanding principal amount of such New Note at such time

Treasury Rate means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) which has become publicly available at least two Business Days prior to the date fixed for repayment or, in the case of

defeasance, prior to the date of deposit (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the then remaining average life to November 15, 2012; *provided*, *however*, that if the average life to November 15, 2012 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly yields of United States Treasury securities for which such yields are given, except that if the average life to November 15, 2012 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

Table of Contents

Sinking Fund

2017	2016	2015	2014	2013
Consolidated Ratios of Earnings to Fixed Charges				
18.0	13.2	12.5	16.8	15.6

These ratios include Danaher and its consolidated subsidiaries. The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges for the periods indicated, where earnings consist of (1) earnings from continuing operations (excluding earnings from equity investees) before income taxes plus distributed income of equity investees; plus (2) fixed charges and fixed charges consist of (A) interest, whether expensed or capitalized, on all indebtedness, (B) amortization of premiums, discounts and capitalized expenses related to indebtedness, and (C) an interest component representing the estimated portion of rental expense that management believes is attributable to interest. Interest on unrecognized tax benefits is included in the tax provision in Danaher s Consolidated Statements of Earnings and is excluded from the computation of fixed charges.

USE OF PROCEEDS

We intend to use the net proceeds from the sale of any securities we offer under this prospectus for general corporate purposes unless otherwise indicated in the applicable prospectus supplement. General corporate purposes may include the acquisition of companies or businesses, repayment and refinancing of debt, working capital, share repurchases, payment of dividends and capital expenditures. We have not determined the amount of net proceeds to be used specifically for such purposes. As a result, management will retain broad discretion over the allocation of net proceeds.

DESCRIPTION OF DANAHER DEBT SECURITIES

This section describes the general terms and provisions of the debt securities that Danaher may issue separately, upon exercise of a debt warrant, in connection with a purchase contract or as part of a unit from time to time in the form of one or more series of debt securities. The applicable prospectus supplement and/or free writing prospectus will describe the specific terms of the debt securities offered through that prospectus supplement as well as any general terms described in this section that will not apply to those debt securities. As used in this section, debt securities means the senior and subordinated debentures, notes, bonds and other evidences of indebtedness that we issue and a trustee authenticates and delivers under the applicable indenture. As used in this Description of Danaher Debt Securities, the terms Danaher, we, our and us refer to Danaher Corporation and do not, unless the context otherwi indicates, include our subsidiaries.

Senior debt securities will be issued under an indenture dated December 11, 2007 between Danaher and The Bank of New York Mellon Trust Company, N.A., as trustee, that has been filed as an exhibit to the registration

Table of Contents

statement of which this prospectus is a part and is incorporated by reference into this prospectus, subject to such amendments or supplemental indentures as are adopted, from time to time. This indenture is referred to as the senior indenture. Subordinated debt securities will be issued under a separate indenture to be entered into by us and a trustee or trustees identified in the prospectus supplement, the form of which is included as an exhibit to the registration statement of which this prospectus is a part and is incorporated by reference into this prospectus. This indenture is referred to as the subordinated indenture. We refer to the indentures described above as the indentures or the indenture, as applicable. The following summaries of certain provisions of the indentures and the debt securities are not complete and the summaries are subject to the detailed provisions of the applicable indenture. You should refer to the applicable indenture for more specific information. In addition, you should consult the applicable prospectus supplement and/or free writing prospectus for particular terms of our debt securities.

The indentures will not limit the aggregate principal amount of debt securities that we may issue, and will permit us to issue securities from time to time in one or more series. The indentures do not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of debt securities protection in the event of a highly leveraged or similar transaction involving us. However, the senior indenture does restrict us and our subsidiaries from granting certain security interests on certain of our or their property or assets unless the senior debt securities are equally secured. See -Covenants in the Senior Indenture below.

The debt securities will be unsecured obligations of Danaher. We currently conduct substantially all of our operations through subsidiaries, and the holders of debt securities (whether senior or subordinated debt securities) will be effectively subordinated to the creditors of our subsidiaries. This means that creditors of our subsidiaries will have a claim to the assets of our subsidiaries that is superior to the claim of our creditors, including holders of our debt securities.

The applicable prospectus supplement and/or free writing prospectus will describe the following terms of any series of debt securities that we may offer:

- the title and type of the debt securities;
- whether the debt securities will be senior or subordinated debt securities, and, with respect to debt securities issued under the subordinated indenture, as applicable, that the subordination provisions of the indenture shall apply to the securities of that series or that any different subordination provisions, including different definitions of the terms senior indebtedness or existing subordinated indebtedness, shall apply to securities of that series;
- the initial aggregate principal amount of the debt securities and any limit on such amount;
- the person who will receive interest payments on any debt securities if other than the registered holder;
- the price or prices at which we will sell the debt securities;

the maturity date or dates of the debt securities and the right, if any, to extend such date or dates;

the rate or rates, which may be fixed or variable, per annum at which the debt securities will bear interest and the date from which such interest will accrue;

the dates on which interest will be payable and the related record dates;

whether any index, formula or other method will determine payments of principal, premium or interest and the manner of determining the amount of such payments;

the place or places of payments on the debt securities;

whether the debt securities are redeemable

any redemption dates, prices, obligations and restrictions on the debt securities;

any mandatory or optional sinking fund or purchase fund or analogous provisions;

Table of Contents

the denominations of the debt securities if other than $1,000 or multiples of $1,000;

the currency of principal and interest payments if other than U.S. dollars, and the manner of determining the equivalent thereof in U.S. dollars for any purpose under the indenture;

if the principal of or any premium or interest on any debt securities of any series is payable, at our election or the election of the holder, in one or more currencies other than that in which such debt securities are stated to be payable, the currency or currencies in which such principal, premium or interest shall be payable and other terms and conditions regarding such payment;

the amount that we will pay the holder if the maturity of the debt securities is accelerated, if other than their principal amount;

the amount that will be deemed to be the principal amount of the debt securities as of a particular date before maturity if the principal amount payable at the stated maturity date will not be able to be determined on that date;

the applicability of the legal defeasance and covenant defeasance provisions in the applicable indenture;

if the debt securities will be issued in the form of one or more book-entry securities, the name of the depositary or its nominee and the circumstances under which the book-entry security may be transferred or exchanged to someone other than the depositary or its nominee;

any provisions granting special rights if certain events happen;

any deletions from, changes in or additions to the events of default or the covenants specified in the indenture, or to the right of the trustee or the requisite holders of such securities to declare the principal amount of such securities due and payable;

any trustees, authenticating or paying agents, transfer agents, registrars or other agents for the debt securities;

any conversion or exchange features of the debt securities;

whether we will issue the debt securities as original issue discount securities for federal income tax purposes;

any special tax implications of the debt securities;

the terms of payment upon acceleration; and

any other material terms of the debt securities not inconsistent with the provisions of the indenture.

Debt securities may bear interest at fixed or floating rates. We may issue our debt securities at an original issue discount, bearing no interest or bearing interest at a rate that, at the time of issuance, is below market rate, to be sold at a substantial discount below their stated principal amount. Generally speaking, if our debt securities are issued at an original issue discount and there is an event of default or acceleration of their maturity, holders will receive an amount less than the stated principal amount of the debt securities. Tax and other special considerations applicable to any series of debt securities, including original issue discount securities, will be described in the prospectus supplement in which we offer those debt securities.

We will have the ability under each indenture to reopen a previously issued series of debt securities and issue additional debt securities of that series or establish additional terms of the series. We are also permitted to issue debt securities with the same terms as previously issued debt securities.

We will comply with Section 14(e) under the Exchange Act and any other tender offer rules under the Exchange Act that may then apply to any obligation we may have to purchase debt securities at the option of the holders. Any such obligation applicable to a series of debt securities will be described in the related prospectus supplement.

Table of Contents

Payment and Paying Agents

Unless the applicable prospectus supplement indicates otherwise, payment of interest on a debt security (other than a bearer debt security) on any interest payment date will be made to the person in whose name such debt security is registered at the close of business on the regular record date for such interest payment.

Generally, we will pay the principal of, premium, if any, and interest on our registered debt securities either at the office of the paying agent designated by us in the applicable prospectus supplement or, if we elect, we may pay interest by mailing a check to your address as it appears on our register or by wire transfer to an account maintained by the person entitled thereto as specified in the securities register. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent in each place of payment for the debt securities of a particular series.

All moneys paid by us to a paying agent or the trustee, or held, for the payment of the principal of or any premium or interest on any debt security which remain unclaimed at the end of two years after such principal, premium or interest has become due and payable will be repaid to us, or discharged from trust, and the holder of such debt security shall thereafter, as an unsecured general creditor, look only to us for payment thereof, subject to applicable escheat laws.

Senior Debt Securities

Senior debt securities will be issued under the senior indenture. Payment of the principal of, premium, if any, and interest on senior debt securities will rank equally with all of our other unsecured and unsubordinated debt.

Subordinated Debt Securities

Subordinated debt securities will be issued under the subordinated indenture. Subordinated debt securities of a particular series will be subordinate in right of payment, to the extent and in the manner set forth in the subordinated indenture and the prospectus supplement relating to those subordinated debt securities, to the prior payment of all of our indebtedness that is designated as senior indebtedness with respect to that series. The definition of senior indebtedness will include, among other things, senior debt securities and will be specifically set forth in that prospectus supplement.

Upon any payment or distribution of our assets to creditors or upon our total or partial liquidation or dissolution or in a bankruptcy, receivership, or similar proceeding relating to us or our property, holders of senior indebtedness will be entitled to receive payment in full of the senior indebtedness before holders of subordinated debt securities will be entitled to receive any payment with respect to the subordinated debt securities and, until the senior indebtedness is paid in full, any distribution to which holders of subordinated debt securities would otherwise be entitled (other than securities of Danaher or any other corporation provided for by a plan of reorganization or readjustment the payment of which is subordinate, at the least to the extent provided pursuant to these subordination provisions, to the payment of all senior indebtedness then outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment) will be made to the holders of senior indebtedness, all as described in the applicable prospectus supplement. In the event of any such proceeding, after payment in full of all sums owing with respect to senior indebtedness, the holders of subordinated debt securities, together with the holders of any of our obligations ranking in parity with the subordinated debt securities, will be entitled to be paid from our remaining assets the amounts then due and owing with respect to such subordinated debt securities and other obligations, before any payments or distributions will be made on account of any of our capital stock or other obligations ranking junior to such subordinated debt securities and other obligations.

If we default in the payment of any principal of, premium, if any, or interest on any senior indebtedness, whether at maturity or at a date fixed for prepayment or by declaration of acceleration or otherwise, then, upon written

Table of Contents

notice of such default to us by the holders of senior indebtedness or any trustee therefor, unless and until such default shall have been cured or waived or shall have ceased to exist, no direct or indirect payment shall be made or agreed to be made on account of the principal, premium, if any, or interest on any of the subordinated debt securities, or in respect of any redemption, repayment, retirement, purchase or other acquisition of any of the subordinated debt securities.

By reason of this subordination, in the event of insolvency, our creditors who are holders of senior indebtedness or holders of any indebtedness or preferred stock of our subsidiaries, as well as certain of our general creditors, may recover more, ratably, than the holders of the subordinated debt securities.

Events of Default

Except as may be provided otherwise in a prospectus supplement, any of the following events will constitute an event of default for a series of debt securities under the indenture:

- failure to pay interest on our debt securities of that series for 30 days past the applicable due date;
- failure to pay principal of, or premium, if any, on our debt securities of that series when due (whether at maturity, upon acceleration or otherwise);
- failure to deposit any sinking fund payment on debt securities of that series when due;
- failure to perform, or breach of, any other covenant, agreement or warranty for the benefit of the holders of the debt securities in the indenture, other than a covenant, agreement or warranty a default in whose performance or breach is dealt with elsewhere in the indenture, or which is included in the indenture solely for the benefit of a different series of our debt securities, which continues for 90 days after written notice from the trustee or holders of 25% of the outstanding principal amount of the debt securities of that series as provided in the indenture;
- specified events relating to our bankruptcy, insolvency or reorganization; and
- any other event of default with respect to debt securities of that series established pursuant to the applicable supplemental indenture.

An event of default with respect to one series of debt securities is not necessarily an event of default for another series.

If there is an event of default with respect to a series of our debt securities, which continues for the requisite amount of time, either the trustee or holders of at least 25% of the aggregate principal amount outstanding of that series may declare the principal amount of all of the debt securities of that series to be due and payable immediately, except that if an event of default occurs due to bankruptcy, insolvency or reorganization as provided in the applicable indenture, then the principal of and interest on the debt securities shall become due and payable immediately without any act by the trustee or any holder of debt securities. If the securities were issued at an original issue discount, less than the

stated principal amount may become payable. However, at any time after an acceleration with respect to debt securities of any series has occurred, but before a judgment or decree based on such acceleration has been obtained, the holders of a majority in principal amount of the outstanding debt securities of that series may, under certain circumstances, rescind and annul such acceleration.

The holders of a majority in aggregate principal amount of the outstanding debt securities of a series may, on behalf of the holders of all debt securities of that series, waive any past default or event of default and its consequences for that series, except (1) a default in the payment of the principal, premium, or interest with respect to those debt securities or (2) a default with respect to a provision of the applicable indenture that cannot be amended without the consent of each holder affected by the amendment. In case of a waiver of a default, that default shall cease to exist, and any event of default arising from that default shall be deemed to have been cured for all purposes. The holders of a majority in aggregate principal amount outstanding of the debt securities of any series may also, on behalf of the holders of all debt securities of that series, waive, with respect to that series, our compliance with certain restrictive covenants in the applicable indenture.

Table of Contents

If any event which is, or after notice or lapse of time or both would become, an event of default (collectively referred to in this paragraph as a default) occurs and is continuing with respect to debt securities of a particular series and if it is known to any specified responsible officer of the trustee, the trustee will mail to each holder of such debt securities notice of such default within 90 days after it occurs or, if later, after the trustee obtains knowledge of such default. Except in the case of default in the payment of principal, premium, or interest with respect to the debt securities of that series or in the making of any sinking fund payment with respect to the debt securities of that series, the trustee may withhold such notice if and so long as the corporate trust committee or a committee of specified responsible officers of the trustee in good faith determines that withholding the notice is in the interests of the holders of such debt securities.

A holder may institute a suit against us for enforcement of such holder s rights under the applicable indenture, for the appointment of a receiver or trustee, or for any other remedy only if the following conditions are satisfied:

- the holder gives the trustee written notice of a continuing event of default with respect to a series of our debt securities held by that holder;
- holders of at least 25% of the aggregate principal amount of the outstanding debt securities of that series make a request, in writing, and offer reasonable indemnity, to the trustee for the trustee to institute the requested proceeding;
- the trustee does not receive direction contrary to the holder s request from holders of a majority in aggregate principal amount of the outstanding debt securities of that series within 60 days following such notice, request and offer of indemnity under the terms of the applicable indenture; and
- the trustee does not institute the requested proceeding within 60 days following such notice.

The indentures will require us to annually deliver to the trustee a statement as to performance of our obligations under the indentures and as to any defaults.

A default in the payment of any of our debt securities, or a default with respect to our debt securities that causes them to be accelerated, may give rise to a cross-default under our other indebtedness.

Satisfaction and Discharge of the Indentures

An indenture will generally cease to be of any further effect with respect to a series of debt securities if:

- we have delivered to the applicable trustee for cancellation all debt securities of that series (with certain limited exceptions); or
- all debt securities of that series not previously delivered to the trustee for cancellation have become due and payable, will become due and payable within one year, or are to be called for redemption within one year under arrangements satisfactory to the trustee, and in any such case we have deposited with the trustee as

trust funds the entire amount sufficient to pay at maturity or upon redemption all of the principal, premium and interest due with respect to those debt securities;

and if, in either case, we also pay or cause to be paid all other sums payable under the applicable indenture by us and deliver to the trustee an officers certificate and opinion of counsel stating that all conditions precedent to the satisfaction and discharge of the indenture have been complied with.

Legal Defeasance and Covenant Defeasance

Any series of our debt securities will be subject to the defeasance and discharge provisions of the applicable indenture unless otherwise specified in the applicable prospectus supplement. If those provisions are applicable, we may elect either:

legal defeasance, which will permit us to defease and be discharged from, subject to limitations, all of our obligations with respect to those debt securities, including any subordination provisions; or

Table of Contents

covenant defeasance, which will permit us to be released from our obligations to comply with certain covenants relating to those debt securities as described in the applicable prospectus supplement, which may include obligations concerning subordination of our subordinated debt securities.

If we exercise our legal defeasance option with respect to a series of debt securities, payment of those debt securities may not be accelerated because of an event of default. If we exercise our covenant defeasance option with respect to a series of debt securities, payment of those debt securities may not be accelerated because of an event of default related to the specified covenants.

Unless otherwise provided in the applicable prospectus supplement, we may invoke legal defeasance or covenant defeasance with respect to any series of our debt securities only if: with respect to debt securities denominated in U.S. dollars, we irrevocably deposit with the trustee, in trust, an amount in U.S. dollars, U.S. government obligations (taking into account payment of principal and interest thereon in accordance with their terms) or a combination thereof which will provide money in an amount sufficient to pay, when due upon maturity or redemption, as the case may be, the principal of, premium, if any, and interest on those debt securities;

with respect to debt securities denominated in a currency other than U.S. dollars, we irrevocably deposit with the trustee, in trust, an amount in such currency, obligations of the foreign government that issued such currency (taking into account payment of principal, premium and interest thereon in accordance with their terms) or a combination thereof which will provide money in an amount sufficient to pay, when due upon maturity or redemption, as the case may be, the principal of, premium, if any, and interest on those debt securities;

we deliver to the trustee a certificate from a nationally recognized firm of independent accountants expressing their opinion that the payments of principal, premium and interest when due on the deposited U.S. government obligations or foreign government obligations, as applicable, plus any deposited money will provide cash at such times and in such amounts as will be sufficient to pay the principal, premium, and interest when due with respect to all the debt securities of that series to maturity or redemption, as the case may be;

no event which is, or after notice or lapse of time would become, an event of default under the indenture shall have occurred and be continuing at the time of such deposit or, with regard to any default relating to our bankruptcy, insolvency or reorganization, at any time on or prior to the 90th day after such deposit;

the deposit does not cause the trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all securities under the indenture are in default within the meaning of such Act);

the deposit is not a default under any other agreement binding on us;

such deposit will not result in the trust arising from such deposit constituting an investment company under the Investment Company Act of 1940, as amended, unless such trust is registered under, or exempt from, such Act;

we deliver to the trustee an opinion of counsel addressing certain federal income tax matters relating to the defeasance;

if the securities are to be redeemed prior to the stated maturity (other than from mandatory sinking fund payments or analogous payments), notice of such redemption shall have been duly given or provision for such notice satisfactory to the trustee shall have been made;

with respect to any series of subordinated debt securities, at the time of such deposit, (1) no default in the payment of principal, premium or interest with respect to any senior indebtedness shall have occurred and be continuing, (2) no event of default shall have resulted in any senior indebtedness becoming, and continuing to be, due and payable prior to the date it would otherwise have become due

Table of Contents

and payable (unless payment of such senior indebtedness has been provided for), and (3) no other event of default shall have occurred and be continuing which permits the holders thereof to declare such indebtedness due and payable prior to the date it would otherwise have become due and payable; and

we deliver to the trustee an officers certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance and discharge of the debt securities of that series as contemplated by the applicable indenture have been complied with.

Modification and Waiver

We and the trustee may enter into supplemental indentures for the purpose of modifying or amending an indenture with the consent of holders of at least a majority in aggregate principal amount of each series of our outstanding debt securities affected. However, unless otherwise provided in the applicable prospectus supplement, the consent of all of the holders of our debt securities that are affected thereby is required for any of the following modifications or amendments:

to reduce the percentage in principal amount of debt securities of any series whose holders must consent to a supplemental indenture, or consent to any waiver of compliance with certain provisions of the indenture, or consent to certain defaults under the indenture, in each case as provided for in the indenture;

to reduce the rate of, or change the stated maturity of any installment of, interest on any debt security;

to reduce the principal of or change the stated maturity of principal of, or any installment of principal of or interest on, any debt security or reduce the amount of principal of any original issue discount security that would be due and payable upon declaration of acceleration of maturity;

to reduce the premium payable upon the redemption of any debt security;

to make any debt security, or any premium or interest thereon, payable in a currency other than that stated in that debt security;

to change any place of payment where any debt security or any premium or interest thereon is payable;

to change the right to convert any debt security in accordance with its terms;

to impair the right to bring a lawsuit for the enforcement of any payment on or after the stated maturity of any debt security (or in the case of redemption, on or after the date fixed for redemption);

to modify the provisions of the indenture with respect to subordination of debt securities in a manner adverse to any registered holder of a debt security; or

generally, to modify any of the above provisions of the indenture or any provisions providing for the waiver of past defaults or waiver of compliance with certain covenants, except to increase the percentage in principal amount of debt securities of any series whose holders must consent to an amendment or waiver, as applicable, or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding debt security affected by the modification or waiver.

In addition, we and the trustee with respect to an indenture may enter into supplemental indentures without the consent of the holders of debt securities for one or more of the following purposes (in addition to any other purposes specified in an applicable prospectus supplement):

to evidence that another person has become our successor and that the successor assumes our covenants, agreements, and obligations in the indenture and in the debt securities;

to surrender any of our rights or powers under the indenture, or to add to our covenants further covenants for the protection of the holders of all or any series of debt securities;

Table of Contents

to add any additional events of default for the benefit of the holders of all or any series of debt securities;

to cure any ambiguity, to correct or supplement any provision in the indenture that may be defective or inconsistent with any other provision in the indenture, or to make other provisions in regard to matters or questions arising under the indenture;

to add to or change any of the provisions of the indenture as necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of debt securities in uncertificated form;

to secure the debt securities;

to add to, change, or eliminate any of the provisions of the indenture with respect to one or more series of debt securities, so long as the addition, change, or elimination not otherwise permitted under the indenture will (1) neither apply to any debt security of any series created before the execution of the supplemental indenture and entitled to the benefit of that provision nor modify the rights of the holders of that debt security with respect to that provision or (2) become effective only when there are no debt securities of that series outstanding;

to evidence and provide for the acceptance of appointment by a successor or separate trustee with respect to the debt securities of one or more series and to add to or change any of the provisions of the indenture as necessary to provide for the administration of the indenture by more than one trustee;

with respect to the subordinated indenture, to add to, change or eliminate any of the subordination provisions in the indenture or change the definition of senior indebtedness in respect of one or more series of debt securities, provided that any such addition, change or elimination does not adversely affect the interests of the holders of outstanding debt securities in any material respect;

to establish the form or terms of debt securities of any series; and

to make provisions with respect to the conversion rights of holders, including providing for the conversion of debt securities of any series into any security or securities of ours.

Certain Covenants

In addition to such other covenants, if any, as may be described in the accompanying prospectus supplement and/or free writing prospectus and except as may be otherwise set forth in the accompanying prospectus supplement and/or free writing prospectus, the indenture will require us, subject to certain limitations described therein, to, among other things, do the following:

deliver to the trustee all information, documents and reports required to be filed by us with the SEC under Section 13 or 15(d) of the Exchange Act, within 15 days after the same is filed with the SEC;

deliver to the trustee annual officers certificates with respect to our compliance with our obligations under the indenture;

maintain the existence, rights and franchises of us and our significant subsidiaries (as defined in Rule 1-02 of Regulation S-X under the Securities Act), except to the extent our board of directors determines that the preservation thereof is no longer desirable in the conduct of our business and that the loss thereof is not adverse in any material respect to the holders of the debt securities; and

pay, and cause our significant subsidiaries to pay, our and their taxes, assessments and government levies when due, except to the extent the same is being contested in good faith by appropriate proceedings.

Covenants in the Senior Indenture

You can find the definitions of certain terms used in this description under the subheading Certain Definitions.

Table of Contents

Limitation on Secured Debt

Unless otherwise provided in the applicable prospectus supplement and/or free writing prospectus, we will not, and will not permit any Subsidiary to, create, assume, or guarantee any Secured Debt without making effective provision for securing the senior debt securities equally and ratably with such Secured Debt. This covenant does not apply to debt secured by:

purchase money mortgages created to secure payment for the acquisition or construction of any property including, but not limited to, any indebtedness incurred by us or a Subsidiary prior to, at the time of, or within 180 days after the later of the acquisition, the completion of construction (including any improvements on an existing property) or the commencement of commercial operation of such property, which indebtedness is incurred for the purpose of financing all or any part of the purchase price of such property or construction or improvements on such property;

mortgages, pledges, liens, security interest or encumbrances (collectively referred to as security interests) on property, or any conditional sales agreement or any title retention with respect to property, existing at the time of acquisition thereof, whether or not assumed by us or a Subsidiary;

security interests on property or shares of capital stock or indebtedness of any corporation or firm existing at the time such corporation or firm becomes a Subsidiary;

security interests in property or shares of capital stock or indebtedness of a corporation existing at the time such corporation is merged into or consolidated with us or a Subsidiary or at the time of a sale, lease, or other disposition of the properties of a corporation or firm as an entirety or substantially as an entirety to us or a Subsidiary, provided that no such security interests shall extend to any other Principal Property of ours or such Subsidiary prior to such acquisition or to other Principal Property thereafter acquired other than additions or improvements to the acquired property;

security interests on our property or property of a Subsidiary in favor of the United States of America or any state thereof, or in favor of any other country, or any department, agency, instrumentality or political subdivision thereof (including, without limitation, security interests to secure indebtedness of the pollution control or industrial revenue type) in order to permit us or any Subsidiary to perform a contract or to secure indebtedness incurred for the purpose of financing all or any part of the purchase price for the cost of constructing or improving the property subject to such security interests or which is required by law or regulation as a condition to the transaction of any business or the exercise of any privilege, franchise or license;

security interests on any property or assets of any Subsidiary to secure indebtedness owing by it to us or to another Subsidiary;

any mechanics , materialmen s, carriers or other similar lien arising in the ordinary course of business, including construction of facilities, in respect of obligations that are not yet due or that are being contested in good faith;

any security interest for taxes, assessments or government charges or levies not yet delinquent, or already delinquent, but the validity of which is being contested in good faith;

any security interest arising in connection with legal proceedings being contested in good faith, including any judgment lien so long as execution thereof is being stayed;

landlords liens on fixtures located on premises leased by us or a Subsidiary in the ordinary course of business; or

any extension, renewal or replacement, or successive extensions, renewals or replacements, in whole or in part, of any security interest referred to in the foregoing bullets.

Limitation on Sale and Leaseback Transactions

Unless otherwise provided in the applicable prospectus supplement and/or free writing prospectus, the senior indenture provides that we will not, and will not permit any Subsidiary to, enter any lease longer than three years

(excluding leases of newly acquired, improved or constructed property) covering any Principal Property of ours or any Subsidiary that is sold to any other person in connection with such lease (a Sale and Leaseback Transaction), unless either:

- we or such Subsidiary would be entitled, without equally and ratably securing the senior debt securities, to incur Indebtedness secured by a mortgage on the Principal Property leased pursuant to any of the bullets referenced above under -Limitation on Secured Debt, or

- an amount equal to the value of the Principal Property so leased is applied to the retirement, within 120 days of the effective date of such arrangement, of indebtedness for borrowed money incurred or assumed by us or a Subsidiary which is recorded as Funded Debt as shown on our most recent consolidated balance sheet and which in the case of such Indebtedness of ours, is not subordinate and junior in right of payment to the prior payment of the senior debt securities.

Exempted Indebtedness

Notwithstanding the limitations on Secured Debt and Sale and Leaseback Transactions described above, we and any one or more Subsidiaries may, without securing the senior debt securities, issue, assume, or guarantee Secured Debt or enter into any Sale and Leaseback Transaction which would otherwise be subject to the foregoing restrictions, provided that, after giving effect thereto, the aggregate amount of such Secured Debt then outstanding (not including Secured Debt permitted under the foregoing exceptions) and the Attributable Debt of Sale and Leaseback Transactions, other than Sale and Leaseback Transactions described in either bullet of the preceding paragraph, at such time does not exceed 15% of Consolidated Net Assets.

Certain Definitions

Set forth below are certain defined terms used in the senior indenture. Reference is made to the senior indenture for a complete definition of these terms, as well as any other capitalized terms used herein for which no definition is provided. Unless otherwise provided in the applicable prospectus supplement, the following terms will mean as follows for purposes of covenants that may be applicable to any particular series of senior debt securities.

The term Attributable Debt, in respect of a Sale and Leaseback Transaction, means, as of any particular time, the present value (discounted at the rate of interest implicit in the lease involved in such Sale and Leaseback Transaction, as determined in good faith by us) of the obligation of the lessee thereunder for rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges) during the remaining term of such lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

The term Consolidated Assets means the aggregate of all assets of us and our Subsidiaries (including the value of all existing Sale and Leaseback Transactions and any assets resulting from the capitalization of other long-term lease obligations in accordance with generally accepted accounting principles in the United States (GAAP)), appearing on the most recent available consolidated balance sheet of us and our Subsidiaries at their net book values, after deducting related depreciation, amortization and other valuation reserves, all prepared in accordance with GAAP.

The term Consolidated Current Liabilities means the aggregate of the current liabilities of us and our Subsidiaries appearing on the most recent available consolidated balance sheet of us and our Subsidiaries, all in accordance with GAAP. In no event shall Consolidated Current Liabilities include any obligation of us and our Subsidiaries issued under a revolving credit or similar agreement if the obligation issued under such agreement

Table of Contents

matures by its terms within twelve months from the date thereof but by the terms of such agreement such obligation may be renewed or extended or the amount thereof reborrowed or refunded at our option or the option of any Subsidiary for a term in excess of twelve months from the date of determination.

The term Consolidated Net Assets means Consolidated Assets after deduction of Consolidated Current Liabilities.

The term Funded Debt means all indebtedness for money borrowed having a maturity of more than twelve months from the date of the most recent consolidated balance sheet of us and our Subsidiaries or renewable and extendable beyond twelve months at the option of the borrower and all obligations in respect of lease rentals which under GAAP would be shown on our consolidated balance sheet as a liability item other than a current liability; *provided, however,* that Funded Debt shall not include any of the foregoing to the extent that such indebtedness or obligations are not required by GAAP to be shown on our balance sheet.

The term Principal Property means any manufacturing plant, warehouse, office building or parcel of real property (including fixtures but excluding leases and other contract rights which might otherwise be deemed real property) owned by us or any Subsidiary, whether owned on the date of the indenture or thereafter, provided each such plant, warehouse, office building or parcel of real property has a gross book value (without deduction for any depreciation reserves) at the date as of which the determination is being made of in excess of two percent of the Consolidated Net Assets of us and our Subsidiaries, other than any such plant, warehouse, office building or parcel of real property or portion thereof which, in the opinion of our board of directors (evidenced by a certified board resolution delivered to the trustee), is not of material importance to the business conducted by us and our Subsidiaries taken as a whole.

The term Secured Debt means Indebtedness for borrowed money and any Funded Debt which, in each case, is secured by a security interest in:

- any Principal Property, or
- any shares of capital stock or Indebtedness of any Subsidiary.

The term Subsidiary means any corporation or other entity (including, without limitation, partnerships, joint ventures and associations) of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power for the election of directors of such corporation or other entity (irrespective of whether or not at the time the stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any such contingency) is at the time directly or indirectly owned by Danaher, or by one or more Subsidiaries of Danaher, or by Danaher and one or more other Subsidiaries.

Consolidation, Merger and Sale of Assets

Unless otherwise provided in the applicable prospectus supplement, our indentures prohibit us from consolidating with or merging into another business entity, or conveying, transferring or leasing our properties and assets substantially as an entirety to any business entity, unless:

- the surviving or acquiring entity is a U.S. corporation, limited liability company, partnership or trust, and it expressly assumes our obligations with respect to outstanding debt securities by executing a supplemental

indenture;

immediately after giving effect to the transaction, no event of default, or event which, after notice or lapse of time or both, would become an event of default, shall have happened and be continuing; and

we have delivered to the trustee an officers certificate and an opinion of counsel, each stating that the consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with the indenture and all conditions precedent relating to such transaction have been complied with.

Table of Contents

Conversion Rights

We will describe the terms upon which debt securities may be convertible into our common stock or other securities in a prospectus supplement. These terms will include the type of securities the debt securities are convertible into, the conversion price or manner of calculation thereof, the conversion period, provisions as to whether conversion will be at our option or the option of the holders, the events requiring an adjustment of the conversion price and provisions affecting conversion in the event of the redemption of the debt securities and any restrictions on conversion. They may also include provisions adjusting the number of shares of our common stock or other securities issuable upon conversion.

Denomination

Normally, we will denominate and make payments on debt securities in U.S. dollars. If we issue debt securities denominated, or with payments, in a foreign or composite currency, a prospectus supplement will specify the currency or composite currency. Except as may be provided otherwise in the applicable prospectus supplement and/or free writing prospectus, we will issue registered securities in denominations of $1,000 or integral multiples of $1,000.

Our Trustee

Unless stated in the applicable prospectus supplement, (i) the trustee may also be the trustee under any other indenture for debt securities and (ii) any trustee or its affiliates may lend money to us and/or may from time to time have other business arrangements with us. If and when the trustee becomes a creditor of ours, the trustee will be subject to the provisions of the Trust Indenture Act regarding the collection of claims against us.

Governing Law

The indentures and the debt securities will be governed by the laws of the State of New York.

DESCRIPTION OF DANAHER INTERNATIONAL DEBT SECURITIES

This section describes the general terms and provisions of the debt securities that Danaher International may offer from time to time in the form of one or more series of debt securities. The applicable prospectus supplement and/or free writing prospectus will describe the specific terms of the debt securities offered through that prospectus supplement, as well as any general terms described in this section that will not apply to those debt securities. As used in this section, debt securities means the senior debentures, notes, bonds and other evidences of indebtedness that Danaher International issues and a trustee authenticates and delivers under the indenture. As used in this Description of Danaher International Debt Securities, the terms Danaher International, we, our and us refer to DH Europe Fina S.A., and references to Danaher refer to Danaher Corporation and do not, unless the context otherwise indicates, include Danaher s subsidiaries.

Debt securities will be issued under an indenture dated July 8, 2015 by and among Danaher Corporation, as guarantor, DH Europe Finance S.A., as issuer, and the Bank of New York Mellon Trust Company, N.A., as trustee, that has been filed as an exhibit to the registration statement of which this prospectus is a part and is incorporated by reference into this prospectus, subject to such amendments or supplemental indentures as are adopted, from time to time. This indenture is referred to in this section as the indenture. The following summaries of certain provisions of the indenture and the debt securities are not complete and the summaries are subject to the detailed provisions of the indenture. You should refer to the indenture for more specific information. In addition, you should consult the applicable prospectus supplement and/or free writing prospectus for particular terms of the debt securities.

18

Table of Contents

The indenture will not limit the aggregate principal amount of debt securities that we may issue, and will permit us to issue securities from time to time in one or more series. The indenture does not contain any provisions that would limit Danaher s or our ability to incur indebtedness or that would afford holders of debt securities protection in the event of a highly leveraged or similar transaction involving Danaher and/or us. However, the indenture does restrict Danaher and its subsidiaries, including us, from granting certain security interests on certain property or assets of Danaher and/or its subsidiaries unless the debt securities are equally secured. See Covenants in the Indenture below.

The debt securities will be unsecured obligations of Danaher International and will be fully and unconditionally guaranteed by Danaher. Payment of the principal of, premium, if any, and interest on debt securities will rank equally with all of Danaher International s other unsecured and unsubordinated debt. Danaher International is a finance subsidiary of Danaher that conducts no independent operations of its own other than financing activities, and Danaher is a holding company that conducts substantially all of its operations through its subsidiaries, and, as a result, the holders of debt securities will be effectively subordinated to the creditors of Danaher s subsidiaries. This means that all claims of creditors (including trade creditors) of Danaher s other subsidiaries will have priority with respect to the assets of such subsidiaries over Danaher s claims (and therefore the claims of its creditors, including holders of debt securities guaranteed by Danaher).

The applicable prospectus supplement and/or free writing prospectus will describe the following terms of any series of debt securities that we may offer:

- the title and type of the debt securities;
- any limit on the aggregate principal amount of the debt securities;
- the person who will receive interest payments on any debt securities if other than the registered holder;
- the price or prices at which we will sell the debt securities;
- the maturity date or dates of the debt securities;
- the rate or rates, which may be fixed or variable, per annum at which the debt securities will bear interest and the date from which such interest will accrue;
- the dates on which interest will be payable and the related record dates;
- whether any index, formula or other method will determine payments of principal, premium or interest and the manner of determining the amount of such payments;

whether the debt securities will be guaranteed by any person other than Danaher and, if so, the identity of the person and the terms and conditions upon which the debt securities will be guaranteed;

the place or places of payments on the debt securities;

whether the debt securities are redeemable;

any redemption dates, prices, obligations and restrictions on the debt securities;

any mandatory or optional sinking fund or purchase fund or analogous provisions;

the denominations of the debt securities if other than $1,000 or multiples of $1,000;

the currency of principal and interest payments if other than U.S. dollars, and the manner of determining the equivalent thereof in U.S. dollars for any purpose under the indenture;

if the principal of or any premium or interest on any debt securities of any series is payable, at our election or the election of the holder, in one or more currencies other than that in which such debt securities are stated to be payable, the currency or currencies in which such principal, premium or interest shall be payable and other terms and conditions regarding such payment;

Table of Contents

the amount that we will pay the holder if the maturity of the debt securities is accelerated, if other than their principal amount;

the amount that will be deemed to be the principal amount of the debt securities as of a particular date before maturity if the principal amount payable at the stated maturity date will not be able to be determined on that date;

the applicability of the legal defeasance and covenant defeasance provisions in the indenture;

if the debt securities will be issued in the form of one or more book-entry securities, the name of the depositary or its nominee and the circumstances under which the book-entry security may be transferred or exchanged to someone other than the depositary or its nominee;

any provisions granting special rights if certain events happen;

any deletions from, changes in or additions to the events of default or the covenants specified in the indenture, or to the right of the trustee or the requisite holders of such securities to declare the principal amount of such securities due and payable;

any trustees, authenticating or paying agents, transfer agents, registrars or other agents for the debt securities;

any conversion or exchange features of the debt securities;

whether we will issue the debt securities as original issue discount securities for federal income tax purposes;

any special tax implications of the debt securities;

the terms of payment upon acceleration; and

any other material terms of the debt securities not inconsistent with the provisions of the indenture.

Debt securities may bear interest at fixed or floating rates. We may issue our debt securities at an original issue discount, bearing no interest or bearing interest at a rate that, at the time of issuance, is below market rate, to be sold at a substantial discount below their stated principal amount. Generally speaking, if our debt securities are issued at an original issue discount and there is an event of default or acceleration of their maturity, holders will receive an amount less than the stated principal amount of the debt securities. Tax and other special considerations applicable to any series of debt securities, including original issue discount securities, will be described in the prospectus supplement in which we offer those debt securities.

We will have the ability under the indenture to reopen a previously issued series of debt securities and issue additional debt securities of that series or establish additional terms of the series. We are also permitted to issue debt securities with the same terms as previously issued debt securities.

We will comply with Section 14(e) under the Exchange Act and any other tender offer rules under the Exchange Act that may then apply to any obligation we may have to purchase debt securities at the option of the holders. Any such obligation applicable to a series of debt securities will be described in the related prospectus supplement.

Guarantee

Danaher will fully and unconditionally guarantee the due and punctual payment of principal of and premium, if any, and interest on the debt securities on a senior unsecured basis, when and as the same become due and payable, whether on a maturity date, by declaration of acceleration, upon redemption, repurchase or otherwise, and all other obligations of Danaher International under the indenture.

Table of Contents

Redemption Upon Changes in Withholding Taxes

Unless otherwise provided in the applicable prospectus supplement, Danaher International may redeem all, but not less than all, of the debt securities of any series under the following conditions:

- If there is an amendment to, or change in, the laws, regulations or rulings of Luxembourg or the United States, as applicable, or any political subdivision thereof or therein having the power to tax (a Taxing Jurisdiction), or any change in the application or official interpretation of such laws, including any action taken by, or a change in published administrative practice of, a taxing authority or a holding by a court of competent jurisdiction, regardless of whether such action, change or holding is with respect to Danaher International or Danaher;

- As a result of such amendment or change, Danaher International or Danaher becomes, or there is a material probability that Danaher International or Danaher will become, obligated to pay Additional Amounts as defined below in Payment of Additional Amounts, on the next payment date with respect to the debt securities of such series;

- The obligation to pay Additional Amounts cannot be avoided through Danaher International s or Danaher s commercially reasonable measures;

- Danaher International delivers to the trustee:

  - a certificate of Danaher International or Danaher, as the case may be, stating that the obligation to pay Additional Amounts cannot be avoided by Danaher International or Danaher as the case may be, taking commercially reasonable measures available to it; and

  - a written opinion of independent tax counsel to Danaher International or Danaher, as the case may be, of recognized standing to the effect that Danaher International or Danaher, as the case may be, has, or there is a material probability that it will become obligated, to pay Additional Amounts as a result of a change, amendment, official interpretation or application described above and that Danaher International or Danaher, as the case may be, cannot avoid the payment of such Additional Amounts by taking commercially reasonable measures available to it; and

- Following the delivery of the certificate and opinion described in the previous bullet point, Danaher International provides notice of redemption not less than 30 days, but not more than 60 days, prior to the date of redemption. The notice of redemption cannot be given more than 60 days before the earliest date on which Danaher International or Danaher would otherwise be, or there is a material probability that it would otherwise be, required to pay Additional Amounts.

Upon the occurrence of each of the bullet points above, Danaher International may redeem the debt securities of such series at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest,

if any, to the redemption date.

Notice of Redemption

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of debt securities of a series to be redeemed. If Danaher International elects to redeem a portion but not all of such debt securities, the trustee will select the debt securities to be redeemed in accordance with a method determined by Danaher International, in such manner as complies with applicable legal and stock exchange requirements, if any. Interest on such debt securities or portions of debt securities will cease to accrue on and after the date fixed for redemption, unless Danaher International defaults in the payment of such redemption price and accrued interest with respect to any such security or portion thereof.

If any date of redemption of any security is not a business day, then payment of principal and interest may be made on the next succeeding business day with the same force and effect as if made on the nominal date of redemption and no interest will accrue for the period after such nominal date.

Table of Contents

Payment of Additional Amounts

Unless otherwise required by law, neither Danaher International nor Danaher will deduct or withhold from payments made by Danaher International or Danaher under or with respect to the debt securities and the guarantees on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Jurisdiction (Taxes). In the event that Danaher International or Danaher is required to withhold or deduct any amount for or on account of any Taxes from any payment made under or with respect to any debt securities or guarantee, as the case may be, Danaher International or Danaher, as the case may be, will pay such additional amounts (Additional Amounts) so that the net amount received by each holder of debt securities (including Additional Amounts) after such withholding or deduction will equal the amount that such holder would have received if such Taxes had not been required to be withheld or deducted. Additional Amounts will not be payable with respect to a payment made to a holder of debt securities or a holder of beneficial interests in global securities where such holder is subject to taxation on such payment by a relevant Taxing Jurisdiction for any reason other than such holder s mere ownership of the securities or for or on account of:

any Taxes that are imposed or withheld solely because such holder or a fiduciary, settlor, beneficiary, or member of such holder if such holder is an estate, trust, partnership, limited liability company or other fiscally transparent entity, or a person holding a power over an estate or trust administered by a fiduciary holder:

is or was present or engaged in, or is or was treated as present or engaged in, a trade or business in the Taxing Jurisdiction or has or had a permanent establishment in the Taxing Jurisdiction;

has or had any present or former connection (other than the mere fact of ownership of such securities) with the Taxing Jurisdiction imposing such taxes, including being or having been a national citizen or resident thereof, being treated as being or having been a resident thereof or being or having been physically present therein;

with respect to any withholding taxes imposed by the United States, is or was with respect to the United States a personal holding company, a passive foreign investment company, a controlled foreign corporation, a foreign private foundation or other foreign tax exempt organization or corporation that has accumulated earnings to avoid United States federal income tax;

actually or constructively owns or owned 10% or more of the total combined voting power of all classes of stock of Danaher International or Danaher within the meaning of section 871(h)(3) of the U.S. Internal Revenue Code of 1986, as amended (the Code); or

is or was a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of section 881(c)(3) of the Code;

any estate, inheritance, gift, sales, transfer, excise, personal property or similar Taxes imposed with respect to the securities, except as otherwise provided in the indenture;

any Taxes imposed or withheld solely as a result of the failure of such holder or any other person to comply with applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the Taxing Jurisdiction of such holder, if such compliance is required by statute, regulation, ruling or administrative practice of the relevant Taxing Jurisdiction or by any applicable tax treaty to which the relevant Tax Jurisdiction is a party as a precondition to relief or exemption from such Taxes;

any Taxes imposed solely as a result of the presentation of such securities (where presentation is required) for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except to the extent that the beneficiary or holder thereof would have been entitled to the payment of Additional Amounts had the securities been presented for payment on any date during such 30-day period;

Table of Contents

with respect to withholding Taxes imposed by the United States, any such Taxes imposed by reason of the failure of such holder to fulfill the statement requirements of sections 871(h) or 881(c) of the Code;

any Taxes that are payable by any method other than withholding or deduction by Danaher International or Danaher or any paying agent from payments in respect of such securities;

any Taxes required to be withheld by any paying agent from any payment in respect of any securities if such payment can be made without such withholding by at least one other paying agent;

any Taxes required to be deducted or withheld pursuant to the European Council Directive 2003/48/EC of June 3, 2003, European Council Directive 2014/48 EU of March 14, 2014, or any other directive implementing the conclusions of the ECOFIN Council meeting of November 26 and 27, 2000, on the taxation of savings income in the form of interest payments (or any amendment thereof), or any law implementing or complying with, or introduced in order to conform to, that Directive (or the Luxembourg Law of December 23, 2005 (as amended));

any withholding or deduction for Taxes which would not have been imposed if the relevant Securities had been presented to another paying agent in a Member State of the European Union;

any withholding or deduction required pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof or any law, rule, guidance or administrative practice implementing an intergovernmental agreement entered into in connection with such sections of the Code; or

any combination of the above conditions.

Additional Amounts also will not be payable to any holder of securities or the holder of a beneficial interest in a global security that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, or to such holder that is not the sole holder of such security or holder of such beneficial interests in such security, as the case may be. The exception, however, will apply only to the extent that a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment.

Each of Danaher International and Danaher, as applicable, also:

will make such withholding or deduction of Taxes;

will remit the full amount of Taxes so deducted or withheld to the relevant Taxing Jurisdiction in accordance with all applicable laws;

will use its commercially reasonable efforts to obtain from each Taxing Jurisdiction imposing such Taxes certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld; and

upon request, will make available to the holders of the debt securities, within 90 days after the date the payment of any Taxes deducted or withheld is due pursuant to applicable law, certified copies of tax receipts evidencing such payment by Danaher International or Danaher or if, notwithstanding Danaher International s or Danaher s efforts to obtain such receipts, the same are not obtainable, other evidence of such payments.

At least 30 days prior to each date on which any payment under or with respect to the debt securities of a series or guarantees is due and payable, if Danaher International or Danaher will be obligated to pay Additional Amounts with respect to such payment, Danaher International or Danaher will deliver to the trustee an offices certificate stating the fact that such Additional Amounts will be payable, the amounts so payable and such other information as is necessary to enable the trustee to pay such Additional Amounts to holders of such debt securities on the payment date.

Table of Contents

In addition, Danaher International will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest, penalties and Additional Amounts with respect thereto, payable in Luxembourg or the United States or any political subdivision or taxing authority of or in the foregoing in respect of the creation, issue, offering, enforcement, redemption or retirement of the debt securities.

The foregoing provisions shall survive any termination or the discharge of each indenture and shall apply to any jurisdiction in which Danaher International or Danaher or any successor to Danaher International or Danaher, as the case may be, is organized or is engaged in business for tax purposes or any political subdivisions or taxing authority or agency thereof or therein (and the term Taxing Jurisdiction shall include such jurisdictions, political subdivisions, taxing authority or agency).

Whenever in an indenture, any debt securities, any guarantee or in this Description of Danaher International Debt Securities there is mentioned, in any context, the payment of principal, premium, if any, redemption price, interest or any other amount payable under or with respect to any debt securities, such mention includes the payment of Additional Amounts to the extent payable in the particular context.

Payment and Paying Agents

Unless the applicable prospectus supplement indicates otherwise, payment of interest on a debt security (other than a bearer debt security) on any interest payment date will be made to the person in whose name such debt security is registered at the close of business on the regular record date for such interest payment.

Generally, we will pay the principal of, premium, if any, and interest on our registered debt securities either at the office of the paying agent designated by us in the applicable prospectus supplement or, if we elect, we may pay interest by mailing a check to your address as it appears on our register or by wire transfer to an account maintained by the person entitled thereto as specified in the securities register. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts, except that we will be required to maintain a paying agent in each place of payment for the debt securities of a particular series.

All moneys paid by us or Danaher to a paying agent or the trustee, or held, for the payment of the principal of or any premium or interest on any debt security which remain unclaimed at the end of two years after such principal, premium or interest has become due and payable will be repaid to us, or discharged from trust, and the holder of such debt security shall thereafter, as an unsecured general creditor, look only to us for payment thereof, subject to applicable escheat laws.

Events of Default

Except as may be provided otherwise in a prospectus supplement, any of the following events will constitute an event of default for a series of debt securities under the indenture:

- failure to pay interest on our debt securities of that series for 30 days past the applicable due date;

- failure to pay principal of, or premium, if any, on our debt securities of that series when due (whether at maturity, upon acceleration or otherwise);

failure to deposit any sinking fund payment on debt securities of that series when due;

failure to perform, or breach of, any other covenant, agreement or warranty for the benefit of the holders of the debt securities in the indenture, other than a covenant, agreement or warranty a default in whose performance or breach is dealt with elsewhere in the indenture, or which is included in the indenture solely for the benefit of a different series of our debt securities, which continues for 90 days after written notice from the trustee or holders of 25% of the outstanding principal amount of the debt securities of that series as provided in the indenture;

Table of Contents

specified events relating to our or Danaher s bankruptcy, insolvency or reorganization;

the guarantee of the obligations under the debt securities is determined in a final, non-appealable judgment to be unenforceable or invalid or such guarantee is asserted in writing by Danaher International or Danaher to no longer be in full force and effect and enforceable in accordance with its terms; and

any other event of default with respect to debt securities of that series established pursuant to the applicable supplemental indenture.

An event of default with respect to one series of debt securities is not necessarily an event of default for another series.

If there is an event of default with respect to a series of our debt securities, which continues for the requisite amount of time, either the trustee or holders of at least 25% of the aggregate principal amount outstanding of that series may declare the principal amount of all of the debt securities of that series to be due and payable immediately, except that if an event of default occurs due to bankruptcy, insolvency or reorganization as provided in the indenture, then the principal of and interest on the debt securities shall become due and payable immediately without any act by the trustee or any holder of debt securities. If the securities were issued at an original issue discount, less than the stated principal amount may become payable. However, at any time after an acceleration with respect to debt securities of any series has occurred, but before a judgment or decree based on such acceleration has been obtained, the holders of a majority in principal amount of the outstanding debt securities of that series may, under certain circumstances, rescind and annul such acceleration.

The holders of a majority in aggregate principal amount of the outstanding debt securities of a series may, on behalf of the holders of all debt securities of that series, waive any past default or event of default and its consequences for that series, except (1) a default in the payment of the principal, premium or interest with respect to those debt securities or (2) a default with respect to a provision of the indenture that cannot be amended without the consent of each holder affected by the amendment. In case of a waiver of a default, that default shall cease to exist, and any event of default arising from that default shall be deemed to have been cured for all purposes. The holders of a majority in aggregate principal amount outstanding of the debt securities of any series may also, on behalf of the holders of all debt securities of that series, waive, with respect to that series, our compliance with certain restrictive covenants in the indenture.

If any event which is, or after notice or lapse of time or both would become, an event of default (collectively referred to in this paragraph as a default) occurs and is continuing with respect to debt securities of a particular series and if it is known to any specified responsible officer of the trustee, the trustee will mail to each holder of such debt securities notice of such default within 90 days after it occurs or, if later, after the trustee obtains knowledge of such default. Except in the case of default in the payment of principal, premium or interest with respect to the debt securities of that series or in the making of any sinking fund payment with respect to the debt securities of that series, the trustee may withhold such notice if and so long as the corporate trust committee or a committee of specified responsible officers of the trustee in good faith determines that withholding the notice is in the interests of the holders of such debt securities.

A holder may institute a suit against us for enforcement of such holder s rights under the indenture, for the appointment of a receiver or trustee, or for any other remedy only if the following conditions are satisfied:

the holder gives the trustee written notice of a continuing event of default with respect to a series of our debt securities held by that holder;

holders of at least 25% of the aggregate principal amount of the outstanding debt securities of that series make a request, in writing, and offer reasonable indemnity, to the trustee for the trustee to institute the requested proceeding;

Table of Contents

the trustee does not receive direction contrary to the holder s request from holders of a majority in aggregate principal amount of the outstanding debt securities of that series within 60 days following such notice, request and offer of indemnity under the terms of the indenture; and

the trustee does not institute the requested proceeding within 60 days following such notice.

The indenture will require us to annually deliver to the trustee a statement as to performance of our obligations under the indenture and as to any defaults.

A default in the payment of any of our debt securities or under any related guarantee, or a default with respect to our debt securities or any related guarantee that causes such debt securities to be accelerated, may give rise to a cross-default under our other indebtedness.

Satisfaction and Discharge of the Indenture

The indenture will generally cease to be of any further effect with respect to a series of debt securities and the related guarantees if:

we have delivered to the applicable trustee for cancellation all debt securities of that series (with certain limited exceptions); or

all debt securities of that series not previously delivered to the trustee for cancellation have become due and payable, will become due and payable within one year, or are to be called for redemption within one year under arrangements satisfactory to the trustee, and in any such case we have deposited with the trustee as trust funds (either in United States dollars or U.S. government obligations or such other currency or foreign government obligations or currency units in which the debt securities of any series may be payable) the entire amount sufficient to pay at maturity or upon redemption all of the principal, premium and interest due with respect to those debt securities;

and if, in either case, we or Danaher also pay or cause to be paid all other sums payable under the indenture by us or Danaher and deliver to the trustee an officers certificate and opinion of counsel stating that all conditions precedent to the satisfaction and discharge of the indenture have been complied with.

Legal Defeasance and Covenant Defeasance

Any series of our debt securities will be subject to the defeasance and discharge provisions of the indenture unless otherwise specified in the applicable prospectus supplement. If those provisions are applicable, we may elect either:

legal defeasance, which will permit us to defease and be discharged from, subject to limitations, all of our obligations with respect to those debt securities and all of Danaher s obligations in respect of its guarantee of the debt securities; or

covenant defeasance, which will permit us to be released from our obligations to comply with certain covenants relating to those debt securities as described in the applicable prospectus supplement.

If we exercise our legal defeasance option with respect to a series of debt securities, payment of those debt securities may not be accelerated because of an event of default. If we exercise our covenant defeasance option with respect to a series of debt securities, payment of those debt securities may not be accelerated because of an event of default related to the specified covenants.

Unless otherwise provided in the applicable prospectus supplement, we may invoke legal defeasance or covenant defeasance with respect to any series of our debt securities only if:

with respect to debt securities denominated in U.S. dollars, we irrevocably deposit with the trustee, in trust, an amount in U.S. dollars, U.S. government obligations (taking into account payment of principal

Table of Contents

and interest thereon in accordance with their terms) or a combination thereof which will provide money in an amount sufficient to pay, when due upon maturity or redemption, as the case may be, the principal of, premium, if any, and interest on those debt securities;

with respect to debt securities denominated in a currency other than U.S. dollars, we irrevocably deposit with the trustee, in trust, an amount in such currency, obligations of the foreign government that issued such currency (taking into account payment of principal, premium and interest thereon in accordance with their terms) or a combination thereof which will provide money in an amount sufficient to pay, when due upon maturity or redemption, as the case may be, the principal of, premium, if any, and interest on those debt securities;

we deliver to the trustee a certificate from a nationally recognized firm of independent accountants expressing their opinion that the payments of principal, premium and interest when due on the deposited U.S. government obligations or foreign government obligations, as applicable, plus any deposited money will provide cash at such times and in such amounts as will be sufficient to pay the principal, premium, and interest when due with respect to all the debt securities of that series to maturity or redemption, as the case may be;

no event which is, or after notice or lapse of time would become, an event of default under the indenture shall have occurred and be continuing at the time of such deposit or, with regard to any default relating to our bankruptcy, insolvency or reorganization, at any time on or prior to the 90th day after such deposit;

the deposit does not cause the trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all securities under the indenture are in default within the meaning of such Act);

the deposit is not a default under any other agreement binding on us;

such deposit will not result in the trust arising from such deposit constituting an investment company under the Investment Company Act of 1940, as amended, unless such trust is registered under, or exempt from, such Act;

we deliver to the trustee an opinion of counsel that the deposit and related defeasance will not cause the holders and beneficial owners of the debt securities of that series to recognize gain or loss for federal income tax purposes. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect;

if the securities are to be redeemed prior to the stated maturity (other than from mandatory sinking fund payments or analogous payments), notice of such redemption shall have been duly given or provision for such notice satisfactory to the trustee shall have been made; and

we deliver to the trustee an officers certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance and discharge of the debt securities of that series as contemplated by the indenture have been complied with.

Modification and Waiver

We and the trustee may enter into supplemental indentures for the purpose of modifying or amending the indenture with the consent of holders of at least a majority in aggregate principal amount of each series of our outstanding debt securities affected. However, unless otherwise provided in the applicable prospectus supplement, the consent of all of the holders of our debt securities that are affected thereby is required for any of the following modifications or amendments:

to reduce the percentage in principal amount of debt securities of any series whose holders must consent to a supplemental indenture, or consent to any waiver of compliance with certain provisions of the indenture, or consent to certain defaults under the indenture, in each case as provided for in the indenture;

Table of Contents

to reduce the rate of, or change the stated maturity of any installment of, interest on any debt security;

to reduce the principal of or change the stated maturity of principal of, or any installment of principal of or interest on, any debt security or reduce the amount of principal of any original issue discount security that would be due and payable upon declaration of acceleration of maturity;

to reduce the premium payable upon the redemption of any debt security;

to make any debt security, or any premium or interest thereon, payable in a currency other than that stated in that debt security;

to change any place of payment where any debt security or any premium or interest thereon is payable;

to change the right to convert any debt security in accordance with its terms;

to impair the right to bring a lawsuit for the enforcement of any payment on or after the stated maturity of any debt security (or in the case of redemption, on or after the date fixed for redemption);

to release Danaher from its obligations in respect of the guarantee of any series of debt security; or

generally, to modify any of the above provisions of the indenture or any provisions providing for the waiver of past defaults or waiver of compliance with certain covenants, except to increase the percentage in principal amount of debt securities of any series whose holders must consent to an amendment or waiver, as applicable, or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding debt security affected by the modification or waiver.

In addition, we and the trustee with respect to the indenture may enter into supplemental indentures without the consent of the holders of debt securities for one or more of the following purposes (in addition to any other purposes specified in an applicable prospectus supplement):

to evidence that another person has become our successor and that the successor assumes our covenants, agreements, and obligations in the indenture and in the debt securities;

to surrender any of our rights or powers under the indenture, or to add to our covenants further covenants for the protection of the holders of all or any series of debt securities;

to add any additional events of default for the benefit of the holders of all or any series of debt securities;

to cure any ambiguity, to correct or supplement any provision in the indenture or in any supplemental indenture that may be defective or inconsistent with any other provision in the indenture or any supplemental indenture, or to make other provisions in regard to matters or questions arising under the indenture;

to conform the indenture or any supplemental indenture to the description of the debt securities set forth in any prospectus or prospectus supplement related to such series of debt securities;

to add to or change any of the provisions of the indenture as necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of debt securities in uncertificated form;

to secure the debt securities or any guarantees;

to add to, change, or eliminate any of the provisions of the indenture with respect to one or more series of debt securities, so long as the addition, change, or elimination not otherwise permitted under the indenture will (1) neither apply to any debt security of any series created before the execution of the supplemental indenture and entitled to the benefit of that provision nor modify the rights of the holders of that debt security with respect to that provision or (2) become effective only when there are no debt securities of that series outstanding;

Table of Contents

to evidence and provide for the acceptance of appointment by a successor or separate trustee with respect to the debt securities of one or more series and to add to or change any of the provisions of the indenture as necessary to provide for the administration of the indenture by more than one trustee;

to establish the form or terms of debt securities of any series; and

to make provisions with respect to the conversion rights of holders, including providing for the conversion of debt securities of any series into any security or securities of ours.

Certain Covenants

In addition to such other covenants, if any, as may be described in the accompanying prospectus supplement and/or free writing prospectus and except as may be otherwise set forth in the accompanying prospectus supplement and/or free writing prospectus, the indenture will require us and/or Danaher, as the case may be, subject to certain limitations described therein, to, among other things, do the following:

deliver to the trustee all information, documents and reports required to be filed by us or Danaher, as the case may be, with the SEC under Section 13 or 15(d) of the Exchange Act, within 15 days after the same is filed with the SEC;

deliver to the trustee annual officers certificates with respect to our compliance with our obligations under the indenture;

preserve and keep in full force and effect Danaher and Danaher International s corporate existences; and

pay, and cause Danaher s significant subsidiaries (as defined in Rule 1-02 of Regulation S-X under the Securities Act) to pay, our, Danaher s and their taxes, assessments and government levies when due, except to the extent the same is being contested in good faith by appropriate proceedings.

Documents filed by us or Danaher with the SEC via the EDGAR system will be deemed to be filed with the trustee and transmitted to holders of the notes as of the time such documents are filed via the EDGAR system.

Covenants in the Indenture

You can find the definitions of certain terms used in this description under the subheading Certain Definitions.

Limitation on Secured Debt

Unless otherwise provided in the applicable prospectus supplement and/or free writing prospectus, Danaher will not, and will not permit any of its Subsidiaries to, create, assume, or guarantee any Secured Debt without making effective provision for securing the debt securities equally and ratably with such Secured Debt. This covenant does not apply to debt secured by:

purchase money mortgages created to secure payment for the acquisition or construction of any property including, but not limited to, any indebtedness incurred by Danaher or any of its Subsidiaries prior to, at the time of, or within 180 days after the later of the acquisition, the completion of construction (including any improvements on an existing property) or the commencement of commercial operation of such property, which indebtedness is incurred for the purpose of financing all or any part of the purchase price of such property or construction or improvements on such property;

mortgages, pledges, liens, security interest or encumbrances (collectively referred to as security interests) on property, or any conditional sales agreement or any title retention with respect to property, existing at the time of acquisition thereof, whether or not assumed by Danaher or any of its Subsidiaries;

Table of Contents

security interests on property or shares of capital stock or indebtedness of any corporation or firm existing at the time such corporation or firm becomes a Subsidiary;

security interests in property or shares of capital stock or indebtedness of a corporation existing at the time such corporation is merged into or consolidated with Danaher or any of its Subsidiaries or at the time of a sale, lease, or other disposition of the properties of a corporation or firm as an entirety or substantially as an entirety to Danaher or any of its Subsidiaries, provided that no such security interests shall extend to any other Principal Property of Danaher or such Subsidiary prior to such acquisition or to other Principal Property thereafter acquired other than additions or improvements to the acquired property;

security interests on Danaher s property or property of a Subsidiary in favor of the United States of America or any state thereof, or in favor of any other country, or any department, agency, instrumentality or political subdivision thereof (including, without limitation, security interests to secure indebtedness of the pollution control or industrial revenue type) in order to permit Danaher or any of its Subsidiaries to perform a contract or to secure indebtedness incurred for the purpose of financing all or any part of the purchase price for the cost of constructing or improving the property subject to such security interests or which is required by law or regulation as a condition to the transaction of any business or the exercise of any privilege, franchise or license

security interests on any property or assets of any Subsidiary to secure indebtedness owing by it to Danaher or to another Subsidiary;

any mechanics , materialmen s, carriers or other similar lien arising in the ordinary course of business, including construction of facilities, in respect of obligations that are not yet due or that are being contested in good faith;

any security interest for taxes, assessments or government charges or levies not yet delinquent, or already delinquent, but the validity of which is being contested in good faith;

any security interest arising in connection with legal proceedings being contested in good faith, including any judgment lien so long as execution thereof is being stayed;

landlords liens on fixtures located on premises leased by Danaher or any of its Subsidiaries in the ordinary course of business;

any security interests on any property, assets or equity or other ownership interests created to secure indebtedness incurred by Danaher or any of its Subsidiaries in connection with the Separation (provided that this clause shall cease to apply to any such security interests to the extent (1) the Separation has not been consummated within 180 days of the creation of such security interests or (2) such security interests continue to encumber property, assets or equity or other ownership interests of Danaher or any of its Subsidiaries as

of a date which is 30 days after the consummation of the Separation); or

any extension, renewal or replacement, or successive extensions, renewals or replacements, in whole or in part, of any security interest referred to in the foregoing bullets.

Limitation on Sale and Leaseback Transactions

Unless otherwise provided in the applicable prospectus supplement and/or free writing prospectus, the senior indenture provides that Danaher will not, and will not permit any of its Subsidiaries to, enter any lease longer than three years (excluding leases of newly acquired, improved or constructed property) covering any Principal Property of Danaher or any of its Subsidiaries that is sold to any other person in connection with such lease (a Sale and Leaseback Transaction), unless either:

Danaher or such Subsidiary would be entitled, without equally and ratably securing the debt securities, to incur Indebtedness secured by a mortgage on the Principal Property leased pursuant to any of the bullets referenced above under -Limitation on Secured Debt, or

an amount equal to the value of the Principal Property so leased is applied to the retirement, within 120 days of the effective date of such arrangement, of indebtedness for borrowed money incurred or assumed by Danaher or any of its Subsidiaries which is recorded as Funded Debt as shown on Danaher s most recent consolidated balance sheet and which in the case of such Indebtedness of ours or Danaher, is not subordinate and junior in right of payment to the prior payment of the debt securities or guarantees, as applicable.

Exempted Indebtedness

Notwithstanding the limitations on Secured Debt and Sale and Leaseback Transactions described above, Danaher and any one or more of its Subsidiaries may, without securing the debt securities, issue, assume, or guarantee Secured Debt or enter into any Sale and Leaseback Transaction which would otherwise be subject to the foregoing restrictions, *provided* that, after giving effect thereto, the aggregate amount of such Secured Debt then outstanding (not including Secured Debt permitted under the foregoing exceptions) and the Attributable Debt of Sale and Leaseback Transactions, other than Sale and Leaseback Transactions described in either bullet of the preceding paragraph, at such time does not exceed 15% of Consolidated Net Assets.

Business Activities

Danaher International will not engage in any activities or take any action that would be inconsistent with the definition of finance subsidiary within the meaning of Rule 3-10 of Regulation S-X under the Securities Act.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a complete definition of these terms, as well as any other capitalized terms used herein for which no definition is provided. Unless otherwise provided in the applicable prospectus supplement, the following terms will mean as follows for purposes of covenants that may be applicable to any particular series of debt securities.

The term Attributable Debt, in respect of a Sale and Leaseback Transaction, means, as of any particular time, the present value (discounted at the rate of interest implicit in the lease involved in such Sale and Leaseback Transaction, as determined in good faith by Danaher) of the obligation of the lessee thereunder for rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges) during the remaining term of such lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

The term Consolidated Assets means the aggregate of all assets of Danaher and its Subsidiaries (including the value of all existing Sale and Leaseback Transactions and any assets resulting from the capitalization of other long-term lease obligations in accordance with generally accepted accounting principles in the United States (GAAP)), appearing on the most recent available consolidated balance sheet of Danaher and its Subsidiaries at their net book values, after deducting related depreciation, amortization and other valuation reserves, all prepared in accordance with GAAP.

The term Consolidated Current Liabilities means the aggregate of the current liabilities of Danaher and its Subsidiaries appearing on the most recent available consolidated balance sheet of Danaher and its Subsidiaries, all in accordance with GAAP. In no event shall Consolidated Current Liabilities include any obligation of Danaher and its Subsidiaries issued under a revolving credit or similar agreement if the obligation issued under such agreement matures by its terms within twelve months from the date thereof but by the terms of such agreement such obligation may be renewed or extended or the amount thereof reborrowed or refunded at Danaher s option or the option of any of

its Subsidiaries for a term in excess of twelve months from the date of determination.

Table of Contents

The term Consolidated Net Assets means Consolidated Assets after deduction of Consolidated Current Liabilities.

The term Funded Debt means all indebtedness for money borrowed having a maturity of more than twelve months from the date of the most recent consolidated balance sheet of Danaher and its Subsidiaries or renewable and extendable beyond twelve months at the option of the borrower and all obligations in respect of lease rentals which under GAAP would be shown on Danaher s consolidated balance sheet as a liability item other than a current liability; *provided, however*, that Funded Debt shall not include any of the foregoing to the extent that such indebtedness or obligations are not required by GAAP to be shown on Danaher s balance sheet.

The term Principal Property means any manufacturing plant, warehouse, office building or parcel of real property (including fixtures but excluding leases and other contract rights which might otherwise be deemed real property) owned by Danaher or any of its Subsidiaries, whether owned on the date of the indenture or thereafter, *provided* each such plant, warehouse, office building or parcel of real property has a gross book value (without deduction for any depreciation reserves) at the date as of which the determination is being made of in excess of two percent of the Consolidated Net Assets of Danaher and its Subsidiaries, other than any such plant, warehouse, office building or parcel of real property or portion thereof which, in the opinion of Danaher s board of directors (evidenced by a certified board resolution delivered to the trustee), is not of material importance to the business conducted by Danaher and its Subsidiaries taken as a whole.

The term Secured Debt means Indebtedness for borrowed money and any Funded Debt which, in each case, is secured by a security interest in:

any Principal Property, or

any shares of capital stock or Indebtedness of any Subsidiary.

The term Separation means the separation of Danaher into two separate, independent companies, whether by way of dividend, distribution, spin-off, split-off, exchange, reorganization, merger, sale and/or offering of securities or otherwise, which Danaher indicated its intention to pursue in a press release issued on May 13, 2015.

The term Subsidiary means any corporation or other entity (including, without limitation, partnerships, joint ventures and associations) of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power for the election of directors of such corporation or other entity (irrespective of whether or not at the time the stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any such contingency) is at the time directly or indirectly owned by Danaher, or by one or more Subsidiaries of Danaher, or by Danaher and one or more other Subsidiaries. Danaher International constitutes a Subsidiary under the Indenture.

Consolidation, Merger and Sale of Assets

If the conditions below are met, Danaher International and Danaher, as the case may be, may consolidate with or merge into another business entity, or convey, transfer or lease Danaher International s or Danaher s properties and assets, as the case may be, substantially as an entirety to any entity.

Danaher International may engage in a consolidation, merger or transfer or lease of assets as an entirety only if:

the surviving or acquiring entity is (1) Danaher or (2) a corporation, limited liability company, partnership or trust organized and validly existing under the laws of the United States or any member country of the European Union, directly or indirectly wholly-owned by Danaher, and, in each case such acquiring entity expressly assumes Danaher International s obligations with respect to each series of outstanding debt securities by executing a supplemental indenture;

Table of Contents

immediately after giving effect to the transaction, no event of default, or event which, after notice or lapse of time or both, would become an event of default, shall have happened and be continuing; and

Danaher International has delivered to the trustee an officers certificate and an opinion of counsel, each stating that the consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with the indenture and all conditions precedent relating to such transaction have been complied with.

In addition, Danaher may engage in a consolidation, merger or transfer or lease of assets as an entirety only if:

the surviving or acquiring entity is a corporation, limited liability company, partnership or trust organized and validly existing under the laws of the United States that expressly assumes Danaher s guarantee obligations with respect to each series of Danaher International s outstanding debt securities by executing a supplemental indenture;

immediately after giving effect to the transaction, no event of default, or event which, after notice or lapse of time or both, would become an event of default, shall have happened and be continuing; and

Danaher has delivered to the trustee an officers certificate and an opinion of counsel, each stating that the consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with the indenture and all conditions precedent relating to such transaction have been complied with.

Conversion Rights

We will describe the terms upon which debt securities may be convertible into Danaher s common stock or other securities in a prospectus supplement. These terms will include the type of securities the debt securities are convertible into, the conversion price or manner of calculation thereof, the conversion period, provisions as to whether conversion will be at our option or the option of the holders, the events requiring an adjustment of the conversion price and provisions affecting conversion in the event of the redemption of the debt securities and any restrictions on conversion. They may also include provisions adjusting the number of shares of Danaher common stock or other securities issuable upon conversion.

Denomination

If we issue debt securities denominated, or with payments, in a foreign or composite currency, a prospectus supplement will specify the currency or composite currency other than U.S. dollars. Except as may be provided otherwise in the applicable prospectus supplement and/or free writing prospectus, we will issue registered securities in denominations of $1,000 or integral multiples of $1,000.

Our Trustee

Unless stated in the applicable prospectus supplement, (i) the trustee may also be the trustee under any other indenture for debt securities and (ii) any trustee or its affiliates may lend money to us and/or may from time to time have other business arrangements with us. If and when the trustee becomes a creditor of ours or Danaher s, the trustee will be

subject to the provisions of the Trust Indenture Act regarding the collection of claims against us.

Governing Law

The indenture, the debt securities and any related guarantees will be governed by the laws of the State of New York. For the avoidance of doubt, the applicability of Articles 86 to 94-8 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, shall be excluded.

Table of Contents

DESCRIPTION OF CAPITAL STOCK

General

The following summary description of our capital stock is based on the provisions of the Delaware General Corporation Law (the DGCL) and our Restated Certificate of Incorporation and Amended and Restated By-Laws, each as amended and restated through the date of this prospectus. This description is a summary description and is qualified in its entirety by reference to the terms of the Restated Certificate of Incorporation and Amended and Restated By-Laws. See Where You Can Find More Information. As used in this Description of Capital Stock, the terms Danaher, we, our and us refer to Danaher Corporation and do not, unless the context otherwise indicates, include our subsidiaries.

As of March 29, 2018, our authorized capital stock consisted of 2,000,000,000 shares of common stock, par value $0.01 per share, and 15,000,000 shares of preferred stock, without par value. As of March 29, 2018, we had 698,530,394 shares of our common stock outstanding and no shares of preferred stock outstanding.

Common Stock

Each stockholder of record of our common stock is entitled to one vote for each share held on every matter properly submitted to the stockholders for their vote, including the election of directors. Holders of our common stock do not have cumulative voting rights. After satisfaction of the dividend rights of holders of preferred stock, holders of common stock are entitled ratably to any dividend declared by the board of directors out of funds legally available for this purpose. Upon our liquidation, dissolution or winding up, the holders of our common stock are entitled to receive ratably our net assets available, if any, after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock. Holders of our common stock have no redemption or conversion rights, no sinking fund provisions and no preemptive right to subscribe for or purchase additional shares of any class of our capital stock. The outstanding shares of our common stock are fully paid and nonassessable, and any shares of common stock issued in an offering pursuant to this prospectus and any shares of common stock issuable upon the exercise of common stock warrants or conversion or exchange of debt securities which are convertible into or exchangeable for our common stock, or in connection with the obligations of a holder of purchase contracts to purchase our common stock, when issued in accordance with their terms will be fully paid and nonassessable. The rights, preferences and privileges of holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate and issue in the future. Computershare Trust Company, N.A. serves as the registrar and transfer agent for Danaher s common stock. The common stock of Danaher is listed on The New York Stock Exchange under the trading symbol DHR .

Preferred Stock

We are authorized to issue blank check preferred stock, which may be issued in one or more series upon authorization of our board of directors. Our board of directors is authorized to fix the designation of the series, the number of authorized shares of the series, dividend rights and terms, conversion rights, voting rights, redemption rights and terms, liquidation preferences and any other rights, powers, preferences and limitations applicable to each series of preferred stock. The authorized shares of our preferred stock are available for issuance without further action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange on which our securities may be listed. If the approval of our stockholders is not required for the issuance of shares of our preferred stock, our board may determine not to seek stockholder approval. The specific terms of any series of preferred stock will be described in the prospectus supplement relating to that series of preferred stock and may differ from the terms described below.

A series of our preferred stock could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt. Our board of directors will make any determination to issue such shares

Table of Contents

based upon its judgment as to the best interests of our stockholders. Our directors, in so acting, could issue preferred stock having terms that could discourage an acquisition attempt through which an acquirer may be able to change the composition of our board of directors, including a tender offer or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over the then-current market price of the stock.

The preferred stock has the terms described below unless otherwise provided in the prospectus supplement relating to a particular series of preferred stock. You should read the prospectus supplement relating to the particular series of preferred stock being offered for specific terms, including:

- the designation and stated value per share of the preferred stock and the number of shares offered;
- the amount of liquidation preference per share;
- the price at which the preferred stock will be issued;
- the dividend rate, or method of calculation of dividends, the dates on which dividends will be payable, whether dividends will be cumulative or noncumulative and, if cumulative, the dates from which dividends will commence to accumulate;
- any redemption or sinking fund provisions;
- if other than the currency of the United States, the currency or currencies including composite currencies in which the preferred stock is denominated and/or in which payments will or may be payable;
- any conversion provisions;
- whether we have elected to offer depositary shares as described under Description of Depositary Shares; and
- any other rights, preferences, privileges, limitations and restrictions on the preferred stock.

The preferred stock will, when issued, be fully paid and nonassessable. Unless otherwise specified in the prospectus supplement, each series of preferred stock will rank equally as to dividends and liquidation rights in all respects with each other series of preferred stock. The rights of holders of shares of each series of preferred stock will be subordinate to those of our general creditors.

As described under Description of Depositary Shares, we may, at our option, with respect to any series of preferred stock, elect to offer fractional interests in shares of preferred stock, and provide for the issuance of depositary receipts representing depositary shares, each of which will represent a fractional interest in a share of the series of preferred

stock. The fractional interest will be specified in the prospectus supplement relating to a particular series of preferred stock.

Rank. Unless otherwise specified in the prospectus supplement, the preferred stock will, with respect to dividend rights and rights upon our liquidation, dissolution or winding up of its affairs, rank:

- senior to our common stock and to all equity securities ranking junior to such preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs;

- on a parity with all equity securities issued by us, the terms of which specifically provide that such equity securities rank on a parity with the preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs; and

- junior to all equity securities issued by us, the terms of which specifically provide that such equity securities rank senior to the preferred stock with respect to dividend rights or rights upon our liquidation, dissolution or winding up of our affairs.

The term equity securities does not include convertible debt securities.

Table of Contents

Dividends. Holders of the preferred stock of each series will be entitled to receive, when, as and if declared by our board of directors, cash dividends at such rates and on such dates described in the prospectus supplement. Different series of preferred stock may be entitled to dividends at different rates or based on different methods of calculation. The dividend rate may be fixed or variable or both. Dividends will be payable to the holders of record as they appear on our stock books on record dates fixed by our board of directors, as specified in the applicable prospectus supplement.

Dividends on any series of preferred stock may be cumulative or noncumulative, as described in the applicable prospectus supplement. If our board of directors does not declare a dividend payable on a dividend payment date on any series of noncumulative preferred stock, then the holders of that noncumulative preferred stock will have no right to receive a dividend for that dividend payment date, and we will have no obligation to pay the dividend accrued for that period, whether or not dividends on that series are declared payable on any future dividend payment dates. Dividends on any series of cumulative preferred stock will accrue from the date we initially issue shares of such series or such other date specified in the applicable prospectus supplement.

No dividends may be declared or paid or funds set apart for the payment of any dividends on any parity securities unless full dividends have been paid or set apart for payment on the preferred stock. If full dividends are not paid, the preferred stock will share dividends pro rata with the parity securities.

No dividends may be declared or paid or funds set apart for the payment of dividends on any junior securities unless full dividends for all dividend periods terminating on or prior to the date of the declaration or payment will have been paid or declared and a sum sufficient for the payment set apart for payment on the preferred stock.

Liquidation Preference. Upon any voluntary or involuntary liquidation, dissolution or winding up of our affairs, then, before we make any distribution or payment to the holders of any common stock or any other class or series of our capital stock ranking junior to the preferred stock in the distribution of assets upon any liquidation, dissolution or winding up of our affairs, the holders of each series of preferred stock shall be entitled to receive out of assets legally available for distribution to stockholders, liquidating distributions in the amount of the liquidation preference per share set forth in the prospectus supplement, plus any accrued and unpaid dividends thereon. Such dividends will not include any accumulation in respect of unpaid noncumulative dividends for prior dividend periods. Unless otherwise specified in the prospectus supplement, after payment of the full amount of their liquidating distributions, the holders of preferred stock will have no right or claim to any of our remaining assets. Upon any such voluntary or involuntary liquidation, dissolution or winding up, if our available assets are insufficient to pay the amount of the liquidating distributions on all outstanding preferred stock and the corresponding amounts payable on all other classes or series of our capital stock ranking on parity with the preferred stock and all other such classes or series of shares of capital stock ranking on parity with the preferred stock in the distribution of assets, then the holders of the preferred stock and all other such classes or series of capital stock will share ratably in any such distribution of assets in proportion to the full liquidating distributions to which they would otherwise be entitled.

Upon any such liquidation, dissolution or winding up and if we have made liquidating distributions in full to all holders of preferred stock, we will distribute our remaining assets among the holders of any other classes or series of capital stock ranking junior to the preferred stock according to their respective rights and preferences and, in each case, according to their respective number of shares. For such purposes, our consolidation or merger with or into any other corporation, trust or entity, or the sale, lease or conveyance of all or substantially all of our property or assets will not be deemed to constitute a liquidation, dissolution or winding up of our affairs.

Redemption. If so provided in the applicable prospectus supplement, the preferred stock will be subject to mandatory redemption or redemption at our option, as a whole or in part, in each case upon the terms, at the times and at the

redemption prices set forth in such prospectus supplement.

The prospectus supplement relating to a series of preferred stock that is subject to mandatory redemption will specify the number of shares of preferred stock that shall be redeemed by us in each year commencing after a

Table of Contents

date to be specified, at a redemption price per share to be specified, together with an amount equal to all accrued and unpaid dividends thereon to the date of redemption. Unless the shares have a cumulative dividend, such accrued dividends will not include any accumulation in respect of unpaid dividends for prior dividend periods. We may pay the redemption price in cash or other property, as specified in the applicable prospectus supplement. If the redemption price for preferred stock of any series is payable only from the net proceeds of the issuance of shares of our capital stock, the terms of such preferred stock may provide that, if no such shares of our capital stock shall have been issued or to the extent the net proceeds from any issuance are insufficient to pay in full the aggregate redemption price then due, such preferred stock shall automatically and mandatorily be converted into the applicable shares of our capital stock pursuant to conversion provisions specified in the applicable prospectus supplement. Notwithstanding the foregoing, we will not redeem any preferred stock of a series unless:

- if that series of preferred stock has a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full cumulative dividends on the preferred stock for all past dividend periods and the then current dividend period; or

- if such series of preferred stock does not have a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full dividends for the then current dividend period.

We will not acquire any preferred stock of a series unless:

- if that series of preferred stock has a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full cumulative dividends on all outstanding shares of such series of preferred stock for all past dividend periods and the then current dividend period; or

- if that series of preferred stock does not have a cumulative dividend, we have declared and paid or contemporaneously declare and pay or set aside funds to pay full dividends on the preferred stock of such series for the then current dividend period.

However, at any time we may purchase or acquire preferred stock of that series (1) pursuant to a purchase or exchange offer made on the same terms to holders of all outstanding preferred stock of such series or (2) by conversion into or exchange for shares of our capital stock ranking junior to the preferred stock of such series as to dividends and upon liquidation.

If fewer than all of the outstanding shares of preferred stock of any series are to be redeemed, we will determine the number of shares that may be redeemed pro rata from the holders of record of such shares in proportion to the number of such shares held or for which redemption is requested by such holder or by any other equitable manner that we determine. Such determination will reflect adjustments to avoid redemption of fractional shares.

Unless otherwise specified in the prospectus supplement, we will mail notice of redemption at least 30 days but not more than 60 days before the redemption date to each holder of record of preferred stock to be redeemed at the address shown on our stock transfer books. Each notice shall state:

the redemption date;

the number of shares and series of preferred stock to be redeemed;

the redemption price;

the place or places where certificates for such preferred stock are to be surrendered for payment of the redemption price;

that dividends on the shares to be redeemed will cease to accrue on such redemption date;

the date on which the holder s conversion rights, if any, as to such shares shall terminate; and

the specific number of shares to be redeemed from each such holder if fewer than all the shares of any series are to be redeemed.

Table of Contents

If notice of redemption has been given and we have set aside the funds necessary for such redemption in trust for the benefit of the holders of any shares called for redemption, then from and after the redemption date, dividends will cease to accrue on such shares, and all rights of the holders of such shares will terminate, except the right to receive the redemption price.

Voting Rights. Holders of preferred stock will not have any voting rights, except as required by law or as indicated in the applicable prospectus supplement.

Unless otherwise provided for under the terms of any series of preferred stock, no consent or vote of the holders of shares of preferred stock or any series thereof shall be required for any amendment to our Restated Certificate of Incorporation that would increase the number of authorized shares of preferred stock or the number of authorized shares of any series thereof or decrease the number of authorized shares of preferred stock or the number of authorized shares of any series thereof (but not below the number of authorized shares of preferred stock or such series, as the case may be, then outstanding).

Conversion Rights. The terms and conditions, if any, upon which any series of preferred stock is convertible into our common stock will be set forth in the applicable prospectus supplement relating thereto. Such terms will include the number of shares of common stock into which the shares of preferred stock are convertible, the conversion price, rate or manner of calculation thereof, the conversion period, provisions as to whether conversion will be at our option or at the option of the holders of the preferred stock, the events requiring an adjustment of the conversion price and provisions affecting conversion in the event of the redemption.

Transfer Agent and Registrar. The transfer agent and registrar for the preferred stock will be set forth in the applicable prospectus supplement.

Limitation on Directors Liability

Our Restated Certificate of Incorporation provides that a member of the board of directors will not be personally liable to us or our stockholders for monetary damages for breaches of their legal duties to us or our stockholders as a director, except for liability:

for any breach of the director s legal duty to act in the best interests of us and our stockholders;

for acts or omissions by the director with dishonest intentions or which involve intentional misconduct or an intentional violation of the law;

for declaring dividends or authorizing the purchase or redemption of shares in violation of Delaware law; or

for transactions where the director derived an improper personal benefit.

Our Restated Certificate of Incorporation also allows us to indemnify directors and officers to the fullest extent authorized by Delaware law.

Section 203 of the Delaware General Corporation Law

Section 203 of the General Corporation Law of the State of Delaware, which we refer to as the DGCL, is applicable to us. Section 203 of the DGCL restricts some types of transactions and business combinations between a corporation and a 15% stockholder. A 15% stockholder is generally considered by Section 203 to be a person owning 15% or more of the corporation s outstanding voting stock. Section 203 refers to a 15% stockholder as an interested stockholder. Section 203 restricts these transactions for a period of three years from the date the stockholder acquires 15% or more of our outstanding voting stock. With some exceptions,

Table of Contents

unless the transaction is approved by the board of directors and the holders of at least two-thirds of the outstanding voting stock of the corporation, Section 203 prohibits significant business transactions such as:

- a merger with, disposition of significant assets to or receipt of disproportionate financial benefits by the interested stockholder, and
- any other transaction that would increase the interested stockholder s proportionate ownership of any class or series of our capital stock.

The shares held by the interested stockholder are not counted as outstanding when calculating the two-thirds of the outstanding voting stock needed for approval.

The prohibition against these transactions does not apply if:

- prior to the time that any stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction in which such stockholder acquired 15% or more of our outstanding voting stock, or
- the interested stockholder owns at least 85% of our outstanding voting stock as a result of a transaction in which such stockholder acquired 15% or more of our outstanding voting stock. Shares held by persons who are both directors and officers or by some types of employee stock plans are not counted as outstanding when making this calculation.

Advance Notice Bylaw Provisions

Our Amended and Restated By-Laws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than proposals and nominations made by or at the direction of the Company s Board of Directors, Chairman of the Board and/or President. These provisions, together with Section 203 of the DGCL, could have the effect of delaying, deferring or preventing a change in control or the removal of existing management, of deterring potential acquirors from making an offer to our stockholders and of limiting any opportunity to realize premiums over prevailing market prices for our common stock in connection therewith. This could be the case notwithstanding that a majority of our stockholders might benefit from such a change in control or offer.

DESCRIPTION OF WARRANTS

We may issue warrants to purchase debt securities, preferred stock, depositary shares or common stock. We may offer warrants separately or together with one or more additional warrants, debt securities, preferred stock, depositary shares or common stock, or any combination of those securities in the form of units, as described in the applicable prospectus supplement. As used in this Description of Warrants, the terms Danaher, we, our and us refer to Dana Corporation and do not, unless the context otherwise indicates, include our subsidiaries.

If we issue warrants as part of a unit, the accompanying prospectus supplement will specify whether those warrants may be separated from the other securities in the unit prior to the expiration date of the warrants. The applicable

prospectus supplement will also describe the following terms of any warrants:

- the specific designation and aggregate number of, and the offering price at which we will issue, the warrants;
- the currency or currency units in which the offering price, if any, and the exercise price are payable;
- the date on which the right to exercise the warrants will begin and the date on which that right will expire or, if you may not continuously exercise the warrants throughout that period, the specific date or dates on which you may exercise the warrants;

Table of Contents

whether the warrants are to be sold separately or with other securities as parts of units;

whether the warrants will be issued in definitive or global form or in any combination of these forms, although, in any case, the form of a warrant included in a unit will correspond to the form of the unit and of any security included in that unit;

any applicable material U.S. federal income tax consequences;

the identity of the warrant agent for the warrants and of any other depositaries, execution or paying agents, transfer agents, registrars or other agents;

the proposed listing, if any, of the warrants or any securities purchasable upon exercise of the warrants on any securities exchange;

the designation and terms of any equity securities purchasable upon exercise of the warrants;

the designation, aggregate principal amount, currency and terms of any debt securities that may be purchased upon exercise of the warrants;

if applicable, the designation and terms of the debt securities, preferred stock, depositary shares or common stock with which the warrants are issued and, the number of warrants issued with each security;

if applicable, the date from and after which any warrants issued as part of a unit and the related debt securities, preferred stock, depositary shares or common stock will be separately transferable;

the number of shares of preferred stock, the number of depositary shares or the number of shares of common stock purchasable upon exercise of a warrant and the price at which those shares may be purchased;

if applicable, the minimum or maximum amount of the warrants that may be exercised at any one time;

information with respect to book-entry procedures, if any;

the antidilution provisions of, and other provisions for changes to or adjustment in the exercise price of, the warrants, if any;

any redemption or call provisions; and

any additional terms of the warrants, including terms, procedures and limitations relating to the exchange or exercise of the warrants.

DESCRIPTION OF DEPOSITARY SHARES

General

We may, at our option, elect to offer fractional shares of preferred stock, which we call depositary shares, rather than full shares of preferred stock. If we do, we will issue to the public receipts, called depositary receipts, for depositary shares, each of which will represent a fraction, to be described in the applicable prospectus supplement, of a share of a particular series of preferred stock. As used in this Description of Depositary Shares, the terms Danaher, we, our ar us refer to Danaher Corporation and do not, unless the context otherwise indicates, include our subsidiaries.

Unless otherwise provided in the prospectus supplement, each owner of a depositary share will be entitled, in proportion to the applicable fractional interest in a share of preferred stock represented by the depositary share, to all the rights and preferences of the preferred stock represented by the depositary share. Those rights include dividend, voting, redemption, conversion and liquidation rights.

The shares of preferred stock underlying the depositary shares will be deposited with a bank or trust company selected by us to act as depositary under a deposit agreement between us, the depositary and the holders of the

Table of Contents

depositary receipts. The depositary will be the transfer agent, registrar and dividend disbursing agent for the depositary shares.

The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement. Holders of depositary receipts agree to be bound by the deposit agreement, which requires holders to take certain actions such as filing proof of residence and paying certain charges.

The description of terms of the depositary shares contained in this prospectus is a summary. You should refer to the applicable prospectus summary, form of the deposit agreement, our Restated Certificate of Incorporation and the certificate of designation for the applicable series of preferred stock that are, or will be, filed with the SEC.

Dividends and Other Distributions

The depositary will distribute all cash dividends or other cash distributions, if any, received in respect of the preferred stock underlying the depositary shares to the record holders of depositary shares in proportion to the numbers of depositary shares owned by those holders on the relevant record date. The relevant record date for depositary shares will be the same date as the record date for the underlying preferred stock.

If there is a distribution other than in cash, the depositary will distribute property (including securities) received by it to the record holders of depositary shares, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with our approval, adopt another method for the distribution, including selling the property and distributing the net proceeds from the sale to the holders.

Liquidation Preference

If a series of preferred stock underlying the depositary shares has a liquidation preference, in the event of the voluntary or involuntary liquidation, dissolution or winding up of us, holders of depositary shares will be entitled to receive the fraction of the liquidation preference accorded each share of the applicable series of preferred stock, as set forth in the applicable prospectus supplement.

Withdrawal of Stock

Unless the related depositary shares have been previously called for redemption, upon surrender of the depositary receipts at the office of the depositary, the holder of the depositary shares will be entitled to delivery, at the office of the depositary to or upon his or her order, of the number of whole shares of the preferred stock and any money or other property represented by the depositary shares. If the depositary receipts delivered by the holder evidence a number of depositary shares in excess of the number of depositary shares representing the number of whole shares of preferred stock to be withdrawn, the depositary will deliver to the holder at the same time a new depositary receipt evidencing the excess number of depositary shares. In no event will the depositary deliver fractional shares of preferred stock upon surrender of depositary receipts. Holders of preferred stock thus withdrawn may not thereafter deposit those shares under the deposit agreement or receive depositary receipts evidencing depositary shares therefor.

Redemption of Depositary Shares

Whenever we redeem shares of preferred stock held by the depositary, the depositary will redeem as of the same redemption date the number of depositary shares representing shares of the preferred stock so redeemed, so long as we have paid in full to the depositary the redemption price of the preferred stock to be redeemed plus an amount equal to any accumulated and unpaid dividends on the preferred stock to the date fixed for redemption. The redemption price

per depositary share will be equal to the redemption price and any other amounts per share payable on the preferred stock multiplied by the fraction of a share of preferred stock represented by one depositary share. If less than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot or pro rata or by any other equitable method as may be determined by the depositary.

Table of Contents

After the date fixed for redemption, depositary shares called for redemption will no longer be deemed to be outstanding and all rights of the holders of depositary shares will cease, except the right to receive the monies payable upon redemption and any money or other property to which the holders of the depositary shares were entitled upon redemption upon surrender to the depositary of the depositary receipts evidencing the depositary shares.

Voting the Preferred Stock

Upon receipt of notice of any meeting at which the holders of the preferred stock are entitled to vote, the depositary will mail the information contained in the notice of meeting to the record holders of the depositary receipts relating to that preferred stock. The record date for the depositary receipts relating to the preferred stock will be the same date as the record date for the preferred stock. Each record holder of the depositary shares on the record date will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the number of shares of preferred stock represented by that holder s depositary shares. The depositary will endeavor, insofar as practicable, to vote the number of shares of preferred stock represented by the depositary shares in accordance with those instructions, and we will agree to take all action that may be deemed necessary by the depositary in order to enable the depositary to do so. The depositary will not vote any shares of preferred stock except to the extent it receives specific instructions from the holders of depositary shares representing that number of shares of preferred stock.

Charges of Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will pay transfer, income and other taxes and governmental charges and such other charges (including those in connection with the receipt and distribution of dividends, the sale or exercise of rights, the withdrawal of the preferred stock and the transferring, splitting or grouping of depositary receipts) as are expressly provided in the deposit agreement to be for their accounts. If these charges have not been paid by the holders of depositary receipts, the depositary may refuse to transfer depositary shares, withhold dividends and distributions and sell the depositary shares evidenced by the depositary receipt.

Amendment and Termination of the Deposit Agreement

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may be amended by agreement between us and the depositary. However, any amendment that materially and adversely alters the rights of the holders of depositary shares, other than fee changes, will not be effective unless the amendment has been approved by the holders of a majority of the outstanding depositary shares. The deposit agreement may be terminated by the depositary or us only if:

all outstanding depositary shares have been redeemed; or

there has been a final distribution of the preferred stock in connection with our dissolution and such distribution has been made to all the holders of depositary shares.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering to us notice of its election to do so, and we may remove the depositary at any time. Any resignation or removal of the depositary will take effect upon our appointment of a

successor depositary and its acceptance of such appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having the requisite combined capital and surplus as set forth in the applicable agreement.

Table of Contents

Notices

The depositary will forward to holders of depositary receipts all notices, reports and other communications, including proxy solicitation materials received from us, that are delivered to the depositary and that we are required to furnish to the holders of the preferred stock. In addition, the depositary will make available for inspection by holders of depositary receipts at the principal office of the depositary, and at such other places as it may from time to time deem advisable, any reports and communications we deliver to the depositary as the holder of preferred stock.

Limitation of Liability

Neither we nor the depositary will be liable if either we or it is prevented or delayed by law or any circumstance beyond its control in performing its obligations. Our obligations and those of the depositary will be limited to performance in good faith of our and their duties thereunder. We and the depositary will not be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless satisfactory indemnity is furnished. We and the depositary may rely upon written advice of counsel or accountants, on information provided by persons presenting preferred stock for deposit, holders of depositary receipts or other persons believed to be competent to give such information and on documents believed to be genuine and to have been signed or presented by the proper party or parties.

DESCRIPTION OF PURCHASE CONTRACTS AND UNITS

We may issue purchase contracts, including contracts obligating holders to purchase from or sell to us, and obligating us to sell to or purchase from the holders, a specified number of shares of our common stock, preferred stock or depositary shares at a future date or dates, which we refer to in this prospectus as purchase contracts. As used in this Description of Purchase Contracts and Units, the terms Danaher, we, our and us refer to Danaher Corporation an not, unless the context otherwise indicates, include our subsidiaries.

The price per share of common stock, preferred stock or depositary shares and the number of shares of each may be fixed at the time the purchase contracts are issued or may be determined by reference to a specific formula set forth in the purchase contracts. The purchase contracts may be issued separately or as part of units consisting of one or more purchase contracts and beneficial interests in debt securities or any other securities described in the applicable prospectus supplement or any combination of the foregoing, securing the holders obligations to purchase the common stock, preferred stock or depositary shares under the purchase contracts.

The purchase contracts may require us to make periodic payments to the holders of the units or vice versa, and these payments may be unsecured or prefunded on some basis. The purchase contracts may require holders to secure their obligations under those contracts in a specified manner, including pledging their interest in another purchase contract.

The applicable prospectus supplement will describe the terms of the purchase contracts and units, including, if applicable, collateral or depositary arrangements.

FORMS OF SECURITIES

Each debt security, depositary share, purchase contract, unit and warrant will be represented either by a certificate issued in definitive form to a particular investor or by one or more global securities representing the entire issuance of securities. Unless the applicable prospectus supplement provides otherwise, certificated securities in definitive form and global securities will be issued in registered form. Definitive securities name you or your nominee as the owner of the security, and in order to transfer or exchange these securities or to receive

43

Table of Contents

payments other than interest or other interim payments, you or your nominee must physically deliver the securities to the trustee, registrar, paying agent or other agent, as applicable. Global securities name a depositary or its nominee as the owner of the debt securities, depositary shares, purchase contracts, units or warrants represented by these global securities. The depositary maintains a computerized system that will reflect each investor s beneficial ownership of the securities through an account maintained by the investor with its broker/dealer, bank, trust company or other representative, as we explain more fully below.

Registered Global Securities

We may issue the debt securities, depositary shares, purchase contracts, units and warrants in the form of one or more fully registered global securities that will be deposited with a depositary or its nominee identified in the applicable prospectus supplement and registered in the name of that depositary or nominee. In those cases, one or more registered global securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate principal or face amount of the securities to be represented by registered global securities. Unless and until it is exchanged in whole for securities in definitive registered form, a registered global security may not be transferred except as a whole by and among the depositary for the registered global security, the nominees of the depositary or any successors of the depositary or those nominees.

If not described below, any specific terms of the depositary arrangement with respect to any securities to be represented by a registered global security will be described in the prospectus supplement relating to those securities. We anticipate that the following provisions will apply to all depositary arrangements.

Ownership of beneficial interests in a registered global security will be limited to persons, called participants, that have accounts with the depositary or persons that may hold interests through participants. Upon the issuance of a registered global security, the depositary will credit, on its book-entry registration and transfer system, the participants accounts with the respective principal or face amounts of the securities beneficially owned by the participants. Any dealers, underwriters or agents participating in the distribution of the securities will designate the accounts to be credited. Ownership of beneficial interests in a registered global security will be shown on, and the transfer of ownership interests will be effected only through, records maintained by the depositary, with respect to interests of participants, and on the records of participants, with respect to interests of persons holding through participants. The laws of some states may require that some purchasers of securities take physical delivery of these securities in definitive form. These laws may impair your ability to own, transfer or pledge beneficial interests in registered global securities.

So long as the depositary, or its nominee, is the registered owner of a registered global security, that depositary or its nominee, as the case may be, will be considered the sole owner or holder of the securities represented by the registered global security for all purposes under the applicable indenture, deposit agreement, purchase contract, unit agreement or warrant agreement. Except as described below, owners of beneficial interests in a registered global security will not be entitled to have the securities represented by the registered global security registered in their names, will not receive or be entitled to receive physical delivery of the securities in definitive form and will not be considered the owners or holders of the securities under the applicable indenture, deposit agreement, purchase contract, unit agreement or warrant agreement. Accordingly, each person owning a beneficial interest in a registered global security must rely on the procedures of the depositary for that registered global security and, if that person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of a holder under the applicable indenture, deposit agreement, purchase contract, unit agreement or warrant agreement. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a registered global security desires to give or take any action that a holder is entitled to give or take under the applicable indenture, deposit agreement, purchase contract, unit agreement or warrant agreement, the depositary for the

registered global security would authorize the participants holding the relevant beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action or would otherwise act upon the instructions of beneficial owners holding through them.

Table of Contents

Principal, premium, if any, and interest payments on debt securities, and any payments to holders with respect to depositary shares, warrants, purchase agreements or units, represented by a registered global security registered in the name of a depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of the registered global security. None of us, the trustees, the warrant agents, the unit agents or any other agent of ours, agent of the trustees or agent of the warrant agents or unit agents will have any responsibility or liability for any aspect of the records relating to payments made on account of beneficial ownership interests in the registered global security or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests.

We expect that the depositary for any of the securities represented by a registered global security, upon receipt of any payment to holders of principal, premium, interest or other distribution of underlying securities or other property on that registered global security, will immediately credit participants accounts in amounts proportionate to their respective beneficial interests in that registered global security as shown on the records of the depositary. We also expect that payments by participants to owners of beneficial interests in a registered global security held through participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in street name, and will be the responsibility of those participants.

If the depositary for any of the securities represented by a registered global security is at any time unwilling or unable to continue as depositary or ceases to be a clearing agency registered under the Exchange Act, and a successor depositary registered as a clearing agency under the Exchange Act is not appointed by us within 90 days, we will issue securities in definitive form in exchange for the registered global security that had been held by the depositary. Any securities issued in definitive form in exchange for a registered global security will be registered in the name or names that the depositary gives to the relevant trustee, warrant agent, unit agent or other relevant agent of ours or theirs. It is expected that the depositary s instructions will be based upon directions received by the depositary from participants with respect to ownership of beneficial interests in the registered global security that had been held by the depositary.

PLAN OF DISTRIBUTION

We may sell securities:

through underwriters;

through dealers;

through agents;

directly to purchasers; or

through a combination of any of these methods of sale.

In addition, we may issue the securities as a dividend or distribution or in a subscription rights offering to our existing security holders.

We may directly solicit offers to purchase securities, or agents may be designated to solicit such offers. We will, in the prospectus supplement relating to such offering, name any agent that could be viewed as an underwriter under the Securities Act, and describe any commissions that we must pay. Any such agent will be acting on a best efforts basis for the period of its appointment or, if indicated in the applicable prospectus supplement, on a firm commitment basis. This prospectus may be used in connection with any offering of our securities through any of these methods or other methods described in the applicable prospectus supplement.

The distribution of the securities may be effected from time to time in one or more transactions:

at a fixed price, or prices, which may be changed from time to time;

Table of Contents

at market prices prevailing at the time of sale;

at prices related to such prevailing market prices; or

at negotiated prices.

Each prospectus supplement will describe the method of distribution of the securities and any applicable restrictions.

The prospectus supplement with respect to the securities of a particular series will describe the terms of the offering of the securities, including the following:

the name of the agent or any underwriters;

the public offering or purchase price and the proceeds, if any, we will receive from the sale of the securities;

any discounts and commissions to be allowed, re-allowed or paid to the agent or underwriters;

all other items constituting underwriting compensation;

any discounts and commissions to be allowed, re-allowed or paid to dealers; and

any exchanges on which the securities will be listed.

If any underwriters or agents are utilized in the sale of the securities in respect of which this prospectus is delivered, we will enter into an underwriting agreement or other agreement with them at the time of sale to them, and we will set forth in the prospectus supplement relating to such offering the names of the underwriters or agents and the terms of the related agreement with them.

If a dealer is utilized in the sale of the securities in respect of which the prospectus is delivered, we will sell such securities to the dealer, as principal. The dealer may then resell such securities to the public at varying prices to be determined by such dealer at the time of resale.

If we offer securities in a subscription rights offering to our existing security holders, we may enter into a standby underwriting agreement with dealers, acting as standby underwriters. We may pay the standby underwriters a commitment fee for the securities they commit to purchase on a standby basis. If we do not enter into a standby underwriting arrangement, we may retain a dealer-manager to manage a subscription rights offering for us.

Remarketing firms, agents, underwriters, dealers and other persons may be entitled under agreements which they may enter into with us to indemnification by us against certain civil liabilities, including liabilities under the Securities Act, and may be customers of, have borrowing relationships with, engage in other transactions with, and/or perform services, including investment banking services, for us or one or more of our respective affiliates in the ordinary

course of business.

If so indicated in the applicable prospectus supplement, we will authorize underwriters or other persons acting as our agents to solicit offers by certain institutions to purchase securities from us pursuant to delayed delivery contracts providing for payment and delivery on the date stated in the prospectus supplement. Each contract will be for an amount not less than, and the aggregate amount of securities sold pursuant to such contracts shall not be less nor more than, the respective amounts stated in the prospectus supplement. Institutions with whom the contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and other institutions, but shall in all cases be subject to our approval. Delayed delivery contracts will not be subject to any conditions except that:

- the purchase by an institution of the securities covered under that contract shall not at the time of delivery be prohibited under the laws of the jurisdiction to which that institution is subject; and

Table of Contents

if the securities are also being sold to underwriters acting as principals for their own account, the underwriters shall have purchased such securities not sold for delayed delivery. The underwriters and other persons acting as our agents will not have any responsibility in respect of the validity or performance of delayed delivery contracts.

Certain agents, underwriters and dealers, and their associates and affiliates may be customers of, have borrowing relationships with, engage in other transactions with, and/or perform services, including investment banking services, for us or one or more of our respective affiliates in the ordinary course of business.

In order to facilitate the offering of the securities, any underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the securities or any other securities the prices of which may be used to determine payments on such securities. Specifically, any underwriters may overallot in connection with the offering, creating a short position for their own accounts. In addition, to cover overallotments or to stabilize the price of the securities or of any such other securities, the underwriters may bid for, and purchase, the securities or any such other securities in the open market. Finally, in any offering of the securities through a syndicate of underwriters, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the securities in the offering if the syndicate repurchases previously distributed securities in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the securities above independent market levels. Any such underwriters are not required to engage in these activities and may end any of these activities at any time.

Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. The applicable prospectus supplement may provide that the original issue date for your securities may be more than two scheduled business days after the trade date for your securities. Accordingly, in such a case, if you wish to trade securities on any date prior to the second business day before the original issue date for your securities, you will be required, by virtue of the fact that your securities initially are expected to settle in more than two scheduled business days after the trade date for your securities, to make alternative settlement arrangements to prevent a failed settlement.

The securities may be new issues of securities and may have no established trading market. The securities may or may not be listed on a national securities exchange. We can make no assurance as to the liquidity of or the existence of trading markets for any of the securities.

Sales by Selling Securityholders

Selling securityholders may use this prospectus in connection with resales of securities. The applicable prospectus supplement will identify the selling securityholders and the terms of the securities. Selling securityholders may be deemed to be underwriters in connection with the securities they resell and any profits on the sales may be deemed to be underwriting discounts and commissions under the Securities Act. The selling securityholders will receive all the proceeds from the sale of the securities. We will not receive any proceeds from sales by selling securityholders.

LEGAL MATTERS

Unless the applicable prospectus supplement indicates otherwise, the validity of the securities in respect of which this prospectus is being delivered will be passed upon for Danaher Corporation by James F. O Reilly, our Vice President, Associate General Counsel and Secretary, for Danaher International by DLA Piper Luxembourg as to matters of Luxembourg law, and for any underwriters or agents by counsel named in the applicable prospectus supplement. Mr. O Reilly is paid a salary by Danaher, is a participant in various employee benefit plans and incentive plans offered by us and owns or has rights to acquire an aggregate of less than 0.01% of Danaher s common stock.

47

Table of Contents

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedule included in our Annual Report on Form 10-K for the year ended December 31, 2017, and the effectiveness of our internal control over financial reporting as of December 31, 2017, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. The financial statements and schedule audited by Ernst & Young LLP have been incorporated by reference in reliance on their report given on their authority as experts in accounting and auditing.

Table of Contents

$1,350,000,000

Danaher Corporation

% Mandatory Convertible Preferred Stock, Series A

Prospectus Supplement

, 2019

Joint Book-Running Managers

Barclays

Goldman Sachs & Co. LLC

Credit Suisse

HSBC

Co-Managers