

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

MACANDREWS & FORBES :
HOLDINGS, INC., a Delaware :
corporation, :
 :
Plaintiff, :
 :

v. :

Civil Action No. 8126

REVLON, INC., MICHEL C. :
BERGERAC, SIMON ALDEWERELD, :
SANDER P. ALEXANDER, JAY I. :
BENNETT, IRVING J. BOTTNER, :
JACOB BURNS, LEWIS L. :
GLUCKSMAN, JOHN LOUDON, :
AILEEN MEHLE, SAMUEL L. :
SIMMONS, IAN R. WILSON, :
PAUL P. WOOLARD and EZRA K. :
ZILKHA, FORSTMANN LITTLE & :
CO., a New York limited :
partnership, and FORSTMANN :
LITTLE & CO. SUBORDINATED :
DEBT AND EQUITY MANAGEMENT :
BUYOUT PARTNERSHIP-II, a :
New York limited partnership :
 :
Defendants. :

PRELIMINARY INJUNCTION ORDER

Upon the motion of plaintiff MacAndrews & Forbes Holdings, Inc. ("MacAndrews & Forbes") pursuant to Chancery Court Rule 65 for a preliminary injunction, and for the reasons set forth in the opinion entered herein on October 23, 1985 (the "October 23 Opinion"),

IT IS ORDERED this 24th day of October, 1985 that:

1. Pending final determination after trial on the merits, Revlon, Inc. ("Revlon") and the individual

defendants, and all persons acting in active concert with them, are preliminarily enjoined from enforcing (a) the Note purchase Rights distributed on August 30, 1985 to Revlon's stockholders or (b) the covenants contained in Sections 1005, 1006 and 1007 of Revlon's 11.75% Senior Subordinated Notes due 1995 (the "Notes") or in Section 3D(iii) of the Certificate of Designations of Revlon's \$9 Cumulative Convertible Exchangeable Preferred Stock in connection with the offer of Pantry Pride, Inc. ("Pantry Pride") to purchase any and all outstanding shares of Revlon common stock at \$58 in cash per share including all terms set forth in the supplement dated October 22, 1985 to Pantry Pride's offer to purchase dated September 16, 1985 (hereafter the "\$58 Offer").

2. Pending final determination after trial on the merits herein, defendants, and all persons acting in active concert with them, are preliminarily enjoined from:

a. Exercising or enforcing the Option Agreement (the "Option Agreement") dated as of October 12, 1985 between defendants Revlon and Forstmann Little & Co ("Forstmann Little"), *provided, however, defendants shall forthwith arrange for the transfer out of escrow and return to Revlon of the* ~~or transferring out of escrow the~~ shares which are the subject of the Option Agreement;

b. Enforcing the "no-shop" provision of Section 4 of the Amendment dated as of October 12, 1985 to the Agreement of Merger dated as of October 3, 1985 (the "Merger Agreement") between Revlon and Forstmann Little; and

c. Paying, directly or out of escrow, the \$25 million cancellation fee agreed to by Revlon and Forstmann Little in the Merger Agreement.

3. Pending final determination after trial on the merits, ^{at further order of the Court,} plaintiff and its affiliates, including Pantry Pride and Nicole Acquisition Company, and all persons acting in active concert with them, shall hold separate the Revlon subsidiaries which are subject to the Option Agreement, and the assets and earnings of such subsidiaries, and shall not operate such subsidiaries except in the ordinary course of business in accordance with present practices, and shall not encumber (except in the ordinary course of business in accordance with past practices), diminish or otherwise impair the assets of such subsidiaries.

4. This Order shall be null and void should plaintiff or any of its affiliates acquire shares of Revlon common stock, by tender offer, merger or otherwise, except in accordance with the terms and provisions set forth in the \$58 Offer or upon more favorable terms to Revlon.

5. This Order shall be conditioned upon filing by plaintiff of bond, with ^{out} surety, in the amount of \$10,000. ^{The amount of} at or before 4 P.M., October 24, 1985. ~~and~~

and bond is subject to further application if a trial on the merits becomes necessary

Just Walsh
Justice