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

In re:)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , ¹)	Case No. 12-10202 (ALG)
Debtors.)	Jointly Administered

**NOTICE OF (I) CONDITIONAL AUTHORIZATION OF THE SALE OF
PATENT ASSETS FREE AND CLEAR OF CLAIMS AND INTERESTS,
(II) BIDDING PROCEDURES AND (III) FINAL SALE HEARING**

PLEASE TAKE NOTICE that on June 11, 2012, Eastman Kodak Company, Inc. (“**Kodak**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests* [Docket No. 1361] (the “**Motion**”) with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that on July 5, 2012, the Bankruptcy Court entered an order (the “**Conditional Sale Order**”),² among other things, approving Bidding

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC, Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC, Inc. (5677); Pakon, Inc. (3462); and Qualex, Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

² Capitalized terms used but not otherwise defined herein are to be given the meanings ascribed to them in the Conditional Sale Order.



Procedures for the conduct of a competitive process for the sale (the “**Sale**”) of all or any portion of Kodak’s Digital Imaging Patent Assets and authorizing the Debtors to sell all or any portion of the Digital Imaging Patent Assets to one or more Successful Bidder(s) free and clear of Claims and Interests (other than Permitted Encumbrances), subject to the Conditional Sale Order, the Bidding Procedures and the Bankruptcy Court’s entry of the Final Sale Order. The Conditional Sale Order (and exhibits thereto) are attached hereto as Appendix A.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Conditional Sale Order, any party wishing to participate in the bidding process for the Digital Imaging Patent Assets must do so in accordance with the Bidding Procedures and the Conditional Sale Order, including the delivery of the Preliminary Bid Documents (as defined in the Bidding Procedures) so as to be actually **received no later than July 16, 2012, at 5:00 p.m. (ET)** by the parties identified in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Conditional Sale Order, a Potential Bidder (as defined in the Bidding Procedures) must deliver a bid that satisfies all of the Bid Requirements (as defined in the Bidding Procedures) so as to be actually **received no later than July 30, 2012, at 5:00 p.m. (ET)** by the parties identified in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that in the event that on or before the Bid Deadline, the Debtors receive more than one Qualified Bid (as defined in the Bidding Procedures), the Debtors may conduct an auction for all or any portion of the Digital Imaging Patent Assets upon notice to all Qualified Bidders (as defined in the Bidding Procedures) at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 on **August 8, 2012, at 10:30 a.m. (ET)**, or such other time, date or place as the Debtors may determine in accordance with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that the Debtors shall declare the Successful Bid(s) no later than **August 13, 2012, at 5:00 p.m. (ET)** or such other date as ordered by the Bankruptcy Court or as modified pursuant to the terms of the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Final Sale Hearing**”) will be held in the Bankruptcy Court on **August 20, 2012, at 2:30 p.m. (ET)**. The Debtors may schedule an earlier date for the Final Sale Hearing on an expedited basis, provided that such date shall be no earlier than seven (7) days after the Debtors serve notice of the Final Sale Hearing (the “**Notice of Final Sale Hearing**”) upon the Sale Notice Parties. The Final Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Final Sale Hearing or by the filing of a hearing agenda.

PLEASE TAKE FURTHER NOTICE that responses or objections, as contemplated by the Conditional Sale Order (other than those objections subject to the dispute resolution provisions of the Bidding Procedures), shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court electronically on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Bankruptcy Court’s General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Bankruptcy Court’s case filing system and by all other parties in interest on a 3.5 inch disc, preferably in portable

document format, Microsoft Word or any other Windows-based word processing format and served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Bankruptcy Court and the United States Trustee, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (b) the Debtors (Attn: Timothy M. Lynch); (c) Sullivan & Cromwell LLP, counsel to the Debtors (Attn: Andrew G. Dietderich, Michael H. Torkin and Jill C. Gadwood); (d) Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Debtors (Attn: Jay Bothwick, Mark Borden and George Shuster); (e) the Office of the United States Trustee for the Southern District of New York (Attn: Brian S. Masumoto and Susan D. Golden); (f) Milbank, Tweed, Hadley & McCloy LLP (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney) and Togut, Segal & Segal LLP (Attn: Frank A. Oswald and Steven S. Flores), co-counsel to the Official Committee of Unsecured Creditors; (g) Arent Fox LLP (Attn: Andrew I. Silfen, Beth M. Brownstein and Carol Connor Cohen) and Haskell Slaughter Young & Rediker, LLC (Attn: R. Scott Williams and Jennifer B. Kimble), proposed co-counsel for the Official Committee of Retired Employees of the Debtors; (h) counsel to the agent under the prepetition revolving credit facility; (i) U.S. Bank, National Association, as indenture trustee; (j) Wilmington Trust, National Association, as indenture trustee; (k) the Securities and Exchange Commission; (l) the Internal Revenue Service; (m) the Environmental Protection Agency; (n) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (Attn: Brian M. Resnick and Hilary Dengel); (o) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders (Attn: Michael S. Stamer, David Botter, Abid Qureshi, Alexis Freeman and Rachel Ehrlich Albanese); and (p) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002 so as to be actually **received no later than 4:00 p.m. (ET) on the day that is four (4) days prior to the Final Sale Hearing (the "Objection Deadline")** or such later date as modified pursuant to the Conditional Sale Order. Only those responses or objections that are timely filed, served and received and that otherwise comply with the Conditional Sale Order will be considered at the Hearing.

PLEASE TAKE FURTHER NOTICE that this notice is qualified by the Conditional Sale Order and the Bidding Procedures. All persons are urged to read carefully the Conditional Sale Order and the Bidding Procedures. To the extent that this notice is inconsistent with the terms of the Conditional Sale Order, the terms of the Conditional Sale Order shall govern.

PLEASE TAKE FURTHER NOTICE that the Motion, Conditional Sale Order and Bidding Procedures may be obtained (i) from the Debtors' Notice, Claims and Balloting Agent, Kurtzman Carson Consultants, LLC (a) at its website at <http://www.kccllc.net/kodak>, by clicking on the "Court Documents" link, (b) by writing to kodakinfo@kccllc.com or (c) calling (888) 249-2721 or (ii) for a fee via PACER at <https://ecf.nysb.uscourts.gov/>.

PLEASE TAKE FURTHER NOTICE that dates set forth in this notice are subject to change, and further notice of such changes may not be provided except through announcements in open court and/or the filing of notices and/or amended agendas and/or in accordance with the Bidding Procedures. Parties in interest are encouraged to monitor the electronic court docket and/or the noticing agent website for further updates.

Dated: July 9, 2012
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich
Michael H. Torkin
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Counsel to the Debtors and Debtors in
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Appendix A

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

In re:)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , ¹)	Case No. 12-10202 (ALG)
Debtors.)	(Jointly Administered)

**ORDER (A) CONDITIONALLY AUTHORIZING THE SALE OF
PATENT ASSETS FREE AND CLEAR OF CLAIMS AND INTERESTS;
(B) ESTABLISHING A COMPETITIVE BIDDING PROCESS;
AND (C) APPROVING THE NOTICE PROCEDURES**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for entry of an order (this “**Order**”), pursuant to sections 105(a), 107(b), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007 and 9014, 9018 and Local Rule 6004-1 (A) conditionally authorizing one or more sales (collectively, the “**Sale**”) of all or any portion of Kodak’s Digital Imaging Patent Assets free and clear of Claims and Interests, subject only to Permitted Encumbrances (each as defined below) and paragraphs 31(b) and (c) of this Order, (B) establishing a competitive bidding process and (C) approving the form and manner of notice of the Sale and the Final Sale Hearing (as defined below); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest, as set forth

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

herein; and upon consideration of the *Declaration of Timothy M. Lynch in Support of the Debtor's Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests* [Docket No. 1464], the *Declaration of David Descoteaux in Support of the Debtor's Motion for Orders (I) (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a Competitive Bidding Process and (C) Approving the Notice Procedures and (II) Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests* (the "**Lazard Declaration**") [Docket No. 1463], and all objections to the Motion filed on the docket in these chapter 11 cases, including Docket Nos. 1471, 1472, 1474, 1476, 1478, 1481, 1482, 1484, 1485, 1489, 1498, 1502, 1503, 1504, 1513, 1514, 1518, 1524 and 1562 (collectively, the "**Filed Objections**"); and it appearing that the legal and factual bases set forth in the Motion and at the hearing conducted on July 2, 2012 (the "**Conditional Sale Hearing**") establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:³

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O).

B. Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law.

C. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

D. Notwithstanding Bankruptcy Rule 6004(h), this Court expressly finds that there is no just reason for delay in the implementation of this Order.

Notice of the Motion and Conditional Sale Hearing

E. As set forth below and as evidenced by the affidavits of service previously filed with this Court, proper, timely, adequate and sufficient notice of the Motion and the Conditional Sale Hearing has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9014, applicable Local Rules and General Orders and the Case Management Procedures (the “**Case Management Procedures**”) annexed as Exhibit 1 to the Order Authorizing the Establishment of Certain Notice, Case Management and Administrative Procedures, dated February 15, 2012 [Docket No. 362].⁴

F. Actual written notice of the Motion and the Conditional Sale Hearing and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all known interested entities, including to the following parties:

- (i) the United States Trustee for the Southern District of New York; (ii) Milbank, Tweed, Hadley & McCloy LLP and Togut, Segal & Segal LLP, co-counsel to the Creditors’ Committee;
- (iii) Arent Fox LLP and Haskell Slaughter Young & Rediker, LLC, proposed co-counsel for the Official Committee of Retired Employees of the Debtors; (iv) counsel to the agent under the prepetition revolving credit facility; (v) U.S. Bank, National Association, as indenture trustee;
- (vi) Wilmington Trust, National Association, as indenture trustee; (vii) the Securities and Exchange Commission; (viii) the Internal Revenue Service; (ix) the Environmental Protection

⁴ See Affidavits of Service [Docket Nos. 1450, 1458].

Agency; (x) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (the "**DIP Agent**"); (xi) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of the Second Lien Noteholders (the "**Second Lien Noteholders Committee**"); (xii) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (xiii) all entities reasonably known to have expressed an interest in a transaction with respect to the Digital Imaging Patent Assets since July 2011 and (xiv) all entities reasonably known to have asserted any Claim or Interest in the Digital Imaging Patent Assets (collectively, the "**Sale Notice Parties**").

G. The Debtors published notice of the Conditional Sale Hearing and the time for filing an objection to the relief requested in the Motion as it pertains to the entry of this Order in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition) on June 19, 2012.

H. The notice given was reasonable and appropriate and no further notice of the Conditional Sale Hearing and the relief granted herein is required.

Property of the Estate

I. The patents, patent applications and other assets listed on Exhibit B to the Motion (the "**Digital Imaging Patent Assets**") are property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

J. Subject to the terms of this Order and entry of the Final Sale Order (as defined below), Kodak has the right to transfer to the Successful Bidder(s) (as defined in the Bidding Procedures), upon consummation of the Sale, good title to the Digital Imaging Patent Assets, subject to Permitted Encumbrances.

K. No person has an interest in the Digital Imaging Patent Assets as a co-owner for purposes of section 363(h) of the Bankruptcy Code; provided, however that Apple and Flashpoint have asserted the Disputed Interests (as defined below).

L. No person has timely asserted any ownership, co-inventorship, inventorship or other Claim or Interest in the Digital Imaging Patent Assets other than the Disputed Interests, and solely as to “other Claims and Interests,” the Objectors. This finding (other than as it relates to the ownership, inventorship or co-inventorship of any Digital Imaging Patent Asset) is without prejudice to the rights of any party under any Scheduled Agreement or under the terms of this Order.

Bidding Process

M. The Bidding Procedures attached hereto as Exhibit 1 (the “**Bidding Procedures**”) are fair, reasonable and appropriate and are in compliance with the requirements of Local Rule 6004-1.

N. The Debtors believe that a bidding process conducted in accordance with the Bidding Procedures will provide a clear benefit to the Debtors’ estates by allowing the Debtors to seek to obtain the highest and best value for the Digital Imaging Patent Assets.

O. The Debtors have exercised sound business judgment, consistent with their fiduciary duties, in determining to conduct the bidding process in accordance with the Bidding Procedures.

P. There are sound business reasons for the Debtors to seek to consummate a Sale in the manner described in the Motion and the Bidding Procedures, as justified by the circumstances described in the Motion and the Lazard Declaration.

Section 363(f) Is Satisfied

Q. Subject to the Bidding Procedures, the terms of this Order (including the provisions relating to adequate protection) and entry of the Final Sale Order, the Debtors are authorized to sell all or any portion of the Digital Imaging Patent Assets free and clear of all Claims and Interests, subject only to Permitted Encumbrances and paragraphs 31(b) and (c) of this Order, and the Sale will not subject the Successful Bidder(s) or the Successful Bidder(s)' assets to any liability for any Claims or Interests (other than Permitted Encumbrances) because, with respect to each creditor asserting a Claim or Interest (other than Permitted Encumbrances), one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied.

R. Subject to paragraph 16 hereof and the Bidding Procedures, holders of Claims or Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the proposed Sale pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Claims and Interests (other than the holders of the Disputed Interests, whose adequate protection is set forth in Paragraphs T and 10 below) are adequately protected — thus satisfying section 363(e) of the Bankruptcy Code — because (a) the Successful Bidder(s) will purchase all or any portion of the Digital Imaging Patent Assets subject to the Claims and Interests as a Permitted Encumbrance and paragraphs 31(b) and (c) of this Order or (b) except as set forth in paragraphs 31(b) and (c) of this Order, their Claims and Interests, if any, will attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such Claim or Interest holder had before the Sale, subject to any rights, claims and defenses of the Debtors, their estates, or any other party in interest, as applicable, or as otherwise provided herein. For the avoidance of doubt, authorization of a sale of all or any portion of the Digital

Imaging Patent Assets in accordance with the terms of this Order will not be free and clear of Permitted Encumbrances.

S. The Disputed Interests are interests in bona fide dispute for purposes of 363(f)(4) and the Disputed Kodak Patents may be sold free and clear of the Disputed Interests under section 363(f)(4) of the Bankruptcy Code, subject to the adequate protection of the holders of the Disputed Interests prior to consummation of the Sale. “**Disputed Interests**” shall mean any rights or interests that attach to the Disputed Kodak Patents as a result of the assertions made prior to the date hereof by Apple, Inc. (“**Apple**”) or FlashPoint Technology, Inc. (“**Flashpoint**”) which are set forth in counterclaims made by Apple and Flashpoint in connection with the adversary proceeding captioned *Eastman Kodak Co. v. Apple Inc. (In re Eastman Kodak Co.)*, Adv. Proc. 12-01720 (ALG), (Bankr. S.D.N.Y, filed June 18, 2012), without limiting whatever rights Apple and Flashpoint may have to litigate such assertions in other forums. The “**Disputed Kodak Patents**” shall mean the patents within the Digital Imaging Patent Assets in which Apple and/or Flashpoint have asserted ownership, inventorship or other Claims or Interests.

T. Holders of Disputed Interests will be adequately protected – thus satisfying section 363(e) of the Bankruptcy Code – if (a) the Successful Bidder(s) purchase the Disputed Kodak Patents subject to the Disputed Interests as a Permitted Encumbrance, (b) the Debtors provide adequate protection in accordance with section 363(e) of the Bankruptcy Code as determined by this Court after notice and a hearing or (c) the holder of the applicable Disputed Interest otherwise agrees to adequate protection. The rights of any holder of Disputed Interests to object to the sufficiency of adequate protection under clause (b) are reserved.

IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is GRANTED as set forth herein.
2. All objections (including the Filed Objections) to the Motion as it pertains to the entry of this Order that have not been withdrawn, waived, settled or resolved in this Order, and all reservations of rights in the Filed Objections with respect to the relief requested in the Motion, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object to the Motion as it pertains to the entry of this Order are deemed to have consented to the relief sought therein.

**Approval of the Bidding Process and
Authorization to Enter into One or More Sale Agreements**

3. The Bidding Procedures are approved.
4. The Debtors are authorized, but not required, to sell all or any portion of the Digital Imaging Patent Assets in compliance with, and subject to, the terms of this Order and the Bidding Procedures, subject to this Court's entry of a sale order (the "**Final Sale Order**"), substantially in the form to be attached to the Notice of Final Sale Hearing (as defined below).
5. Subject to each Reviewing Creditor's rights as set forth in the Bidding Procedures, the Debtors are authorized, but not required, to (a) enter into one or more agreements with the Successful Bidder(s) relating to the sale of all or any portion of the Digital Imaging Patent Assets, in such form as the Debtors may approve (such agreements, together with all schedules, exhibits and annexes thereto, the "**Sale Agreements**") and (b) provide, in a manner consistent with the Bidding Procedures, any such bid protections to the Successful Bidder(s) as the Debtors determine would benefit their estates (the "**Bidding Protections**").

6. Except as otherwise provided in the Sale Agreements and subject to each Reviewing Creditor's rights as set forth in the Bidding Procedures, (a) the Debtors' obligations under the Sale Agreements shall be specifically enforceable against the Debtors and their estates to the extent specifically enforceable under applicable non-bankruptcy law and (b) all amounts, if any, to be paid by the Debtors to the Successful Bidder(s) under the Sale Agreements or the Bidding Protections, including any allowed claims for breach thereof, shall (w) constitute allowed administrative expenses of the estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, (x) be protected as provided herein, (y) not be altered, amended, discharged or affected by any plan proposed or confirmed in these cases without the prior written consent of such Successful Bidder(s) and (z) be due and payable if and when any Debtors' obligations arise under such Sale Agreements or Bidding Protections, in each case without further order of this Court.

7. A Sale to an "insider," as that term is defined in section 101 of the Bankruptcy Code, is not permitted by this Order.

Sale Free and Clear

8. Subject to the terms of this Order (including the provisions relating to adequate protection) and entry of the Final Sale Order, the Debtors are authorized to sell all or any portion of the Digital Imaging Patent Assets free and clear of all claims (as defined in section 101(5) of the Bankruptcy Code, "**Claims**") and all liens (statutory, contractual, or otherwise), pledges, mortgages, deeds of trust, security interests, hypothecations, charges, encumbrances, easements, encroachments, retentions of title, conditional sale arrangements, restrictive covenants, licenses, rights of first offer, rights of first refusal, options or any other limitations, restrictions, or interests of any kind (collectively, including the Disputed Interests, "**Interests**"), provided that

any Digital Imaging Patent Asset shall be sold subject to the following applicable encumbrances (“**Permitted Encumbrances**”):

(a) the promises, declarations and commitments granted, made or committed, in each case, in writing by the Debtors to standard-setting bodies or industry groups concerning the Digital Imaging Patent Assets, and the commitments concerning the Digital Imaging Patent Assets granted in writing by the Debtors pursuant to the written membership agreements, written by-laws or written policies of standard-setting bodies or industry groups in which Debtors were participants (collectively, “**SSO Commitments**”), solely to the extent that the Debtors are required pursuant to such SSO Commitments or applicable non-bankruptcy law to bind a purchaser of some or all of the Digital Imaging Patent Assets to such SSO Commitments;

(b) if, at any time, the Debtors reject an agreement listed on Exhibit 2 attached hereto (each agreement and “agreements supplementary” (as such term is used in section 365(n)(1)(B)) to each such agreement, on Exhibit 2 attached hereto hereinafter referred to as a “**Scheduled Agreement**” or collectively, the “**Scheduled Agreements**”), (x) any rights of the non-debtor party to such rejected Scheduled Agreement under section 365(n) of the Bankruptcy Code and (y) any Claim or Interest arising under such rejected Scheduled Agreement to the extent the non-debtor party under such rejected Scheduled Agreement is entitled to adequate protection under section 363(e) of the Bankruptcy Code, and such adequate protection has not otherwise been provided;

(c) all rights with respect to any Digital Imaging Patent Assets granted, licensed, covenanted, or otherwise provided to the non-debtor party under a Scheduled Agreement that is not rejected by the Debtors (if the Debtors reject such Scheduled Agreement, at any time, (b) shall apply);

(d) any rights of a licensee of intellectual property comprising the Digital Imaging Patent Assets under any written license agreement approved by this Court after the date of this Order but prior to the consummation of the Sale; and

(e) such other encumbrances or assumed liabilities as may be expressly provided in the Sale Agreements.

9. All Claims and Interests (other than Permitted Encumbrances, and subject to paragraphs 31(b) and (c) of this Order), shall attach to the sale proceeds, in the same order of priority and with the same validity, force and effect that such Claims and Interests had before the Sale, subject to any rights, claims and defenses of the Debtors, their estates, or any other party in interest, as applicable, or as otherwise provided herein.

10. The Debtors' authority hereunder to sell any Disputed Kodak Patent under section 363(f)(4) of the Bankruptcy Code is subject to the Debtors adequately protecting the holders of any applicable Disputed Interest to the extent required under section 363(e) of the Bankruptcy Code in a manner determined by this Court after notice and a hearing (an "**Adequate Protection Hearing**"). The Adequate Protection Hearing shall be held after notice to Apple and Flashpoint, which notice shall be reasonable under the exigencies of the sale, but no less than 10 days (subject to (a) the rights of Apple and Flashpoint to request additional time to object to the proposed adequate protection and/or an adjournment of the Adequate Protection Hearing to a

later date, and (b) the rights of the Debtors to request that a hearing be held on shorter notice or an expedited basis). The rights of Apple and Flashpoint to object to the sufficiency of or request additional adequate protection are expressly reserved.

Notice of Sale

11. The Debtors' proposed notice, substantially in the form attached to the Motion as Exhibit D (the "**Notice of Sale**"), is sufficient to provide effective notice to all interested parties of the Bidding Procedures pursuant to Bankruptcy Rules 2002 and 6004 and the Case Management Procedures, and is hereby approved.

12. Within five (5) days after entry of this Order, the Debtors shall:

(a) serve the Notice of Sale, together with a copy of this Order, upon:

(i) the Sale Notice Parties in accordance with the Case Management Procedures and (ii) counsel of record for each Objector (defined below) as set forth in the Filed Objections; and

(b) publish the Notice of Sale in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition).

Notice of Final Sale Hearing

13. The Debtors' proposed notice, substantially in the form attached to the Motion as Exhibit E (the "**Notice of Final Sale Hearing**"), is sufficient to provide effective notice to all interested parties of the Final Sale Hearing (as defined below) and the Sale pursuant to Bankruptcy Rules 2002 and 6004 and the Case Management Procedures, and is hereby approved.

14. A sale hearing (the "**Final Sale Hearing**") shall be held in this Court at **[2:30] (ET) on August [20], 2012**. The Debtors may schedule an earlier date for the Final Sale Hearing on an expedited basis, provided that such date shall be no earlier than seven (7) days

after service of the Notice of Final Sale Hearing. The Final Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Final Sale Hearing or by the filing of a hearing agenda.

15. At least seven (7) days prior to the Final Sale Hearing, the Debtors shall serve the Notice of Final Sale Hearing, together with the proposed Final Sale Order and a copy of the Sale Agreements (with any redactions as the Debtors deem appropriate in accordance with Bankruptcy Rule 9018), upon the Sale Notice Parties in accordance with the Case Management Procedures.

Objections to the Sale

16. The deadline for objecting to the Sale shall be **4:00 p.m. (ET) on the day that is four (4) days prior to the Final Sale Hearing** (the “**Objection Deadline**”), **provided that the Debtors (after consultation with the Reviewing Creditors) shall have authority to extend the Objection Deadline and Apple and Flashpoint may apply to the Court for additional time to object for cause shown.** At the Final Sale Hearing, only the following objections shall be considered by this Court:

- (a) the Debtors’ failure to comply with the Bidding Procedures or this Order;
- (b) the right of any secured creditor to credit bid for the Digital Imaging Patent Assets;
- (c) collusion or bad faith by the Successful Bidder(s) with respect to the Bidding Process or the entry into the Sale Agreements;
- (d) objections concerning the proposed Final Sale Order or Sale Agreement(s) (including any objection or request for adequate protection under

section 363(e) of the Bankruptcy Code) on the basis that such order or agreement is inconsistent with the terms of this Order (for the avoidance of doubt, any modification to the relief granted herein that adversely affects the treatment of, or impairs the rights, benefits or protections granted to any Objector as set forth in this Order (including under paragraphs 31(b) and (c) of this Order) shall be deemed “inconsistent with the terms of this Order”);

(e) those objections permitted to be heard at the Final Sale Hearing pursuant to the Bidding Procedures;

(f) any objection to the adequate protection of a Disputed Interest;

(g) objections to terms and conditions in the Sale Agreements that constitute “Extraordinary Provisions” under the Amended Guidelines for the Conduct of Asset Sales (General Order M-383) and that were not previously disclosed in the Motion; and

(h) in the event that the Debtors select a Successful Bidder from among more than one Qualified Bidder without conducting an auction that is open to every Qualified Bidder, any objection by any party in interest to the Debtors’ failure to conduct an auction, provided that this Court shall not entertain any higher or better offer at such Final Sale Hearing other than the Successful Bid.

17. Nothing in the Final Sale Order or the Sale Agreement(s) shall impair the rights, benefits or protections granted to any Objector (or Flashpoint) under the terms of this Order unless the Debtors schedule the Final Sale Hearing no earlier than fourteen (14) days after service of the Notice of Final Sale Hearing and the Objector’s (and Flashpoint’s) deadline for

objecting to the Sale shall be 4:00 p.m. (ET) on the day that is four (4) days prior to such scheduled Final Sale Hearing.

18. Any and all objections as contemplated by this Order (other than those objections subject to the dispute resolution provisions of the Bidding Procedures) must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules, the Local Rules and the Case Management Procedures; (d) filed with this Court; and (e) served in accordance with the Case Management Procedures so as to be received on or before the Objection Deadline.

Miscellaneous

19. Nothing in this Order shall be construed as an authorization for the Debtors to assume, assign or reject any license of intellectual property.

20. Nothing in this Order shall be deemed to be an assumption, assignment or rejection of any executory contract, including any license or cross-license of intellectual property. To the extent any executory contract (including any license or cross-license of intellectual property) is assumed, assigned or rejected, nothing in this Order shall impair, prejudice, waive or otherwise affect any party's rights with respect to such assumption, assignment or rejection or disputes thereof (including under section 365(n) of the Bankruptcy Code). Nothing in this Order shall have any collateral estoppel, res judicata, waiver or other adverse effect in connection with any proposed assumption, assignment, rejection or dispute of any Scheduled Agreement.

21. Certain of the agreements listed as "Scheduled Agreements" are in dispute, and accordingly, the inclusion of an agreement as a Scheduled Agreement shall not constitute an admission as to the validity or enforceability of such Scheduled Agreement, whether such

Scheduled Agreement creates a license, Claim or Interest, or any other matter, and is without prejudice to the rights of the Debtors or any other party in interest with respect to the foregoing. In the event that the Debtors seek to challenge whether a particular Scheduled Agreement should have been included on Exhibit 2 hereto, or the validity or enforceability of any Scheduled Agreement, nothing in this Order shall have any collateral estoppel, res judicata, waiver or other adverse effect upon the Debtors or any non-debtor party to such Scheduled Agreement in connection with such challenge. For the avoidance of doubt, with regard to the agreements between the Debtors and Flashpoint that are at issue in the adversary proceeding captioned *Eastman Kodak Co. v. Apple Inc. (In re Eastman Kodak Co.)* Adv. Proc. No. 12-01720 (ALG) (Bankr. S.D.N.Y., filed June 18, 2012), Flashpoint has claimed and the Debtors have expressly denied in their answers to Flashpoint's counterclaims that such agreements generate any rights to the Digital Imaging Patent Assets.

22. Appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required in connection with the Sale.

23. The Debtors, in consultation with the Reviewing Creditors and subject to the Bidding Procedures, are authorized and empowered to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order, including taking all actions necessary to execute the Sale Agreements and consummate the transactions contemplated thereby and executing and delivering all other documents and instruments of assignment, transfer and sale that are necessary and appropriate to implement the Sale Agreements.

24. In accordance with rule 502(d) of the Federal Rules of Evidence, disclosure of any document or information to Qualified Bidders or Reviewing Creditors in accordance with

the Bidding Procedures shall not be deemed to waive whatever attorney-client privilege, work-product protection or other privilege or immunity that would otherwise attach to such documents or information.

25. This Order shall be binding in all respects upon all holders of Claims or Interests in the Digital Imaging Patent Assets and any trustees, examiners, “responsible persons” or other fiduciaries appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code.

26. The requirements set forth in Local Rule 9013-1(b) are satisfied.

27. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

28. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

29. In the event there is a conflict between this Order, the Bidding Procedures and the Motion, this Order shall control and govern.

30. Objections and Reservation of Rights. For greater certainty (a) the rights of any **(i) Reviewing Creditor or (ii) any entity at the Final Sale Hearing** to object to the Debtors’ failure to comply with the Bidding Procedures **or the terms of this Order** are reserved and (b) subject to the terms and **conditions of this Order with respect to any party in interest that has expressly or impliedly consented thereto, all other** substantive rights of the Debtors, any Reviewing Creditor or any party in interest are reserved.

31. Settlement of Certain Objections. Nothing in this Order:

(a) shall affect the reservations of rights of ATLC, Ltd. and the Debtors approved in the *Order Authorizing Rejection of Certain Executory Contracts*, dated May 10, 2012 [Docket No. 1155];

(b) including the provisions relating to the sale of any Digital Imaging Patent Asset free and clear of Claims and Interest shall limit, restrict or compromise, in any respect (including on the basis of collateral estoppel, res judicata, waiver or section 363(f) of the Bankruptcy Code), any Objector's affirmative defenses, defenses, counter- or cross complaints or complaints for declaratory relief (other than affirmative defenses, defenses, counter- or cross-complaints or complaints for declaratory relief based on ownership, inventorship or co-inventorship of any Digital Imaging Patent Asset) in connection with any action, litigation or proceeding commenced or that may be commenced by or against any Objector. "Objector" means each of the following persons:

(a) Canon Inc., (b) Samsung Electronics Co. Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America LLC (and their respective majority owned subsidiaries as of the date of this Order), (c) LG Display Co. Ltd, (d) LG Electronics Inc., (e) Truesense Imaging Inc., (f) Motorola Mobility Inc., (g) Fujifilm Corporation (and its majority owned subsidiaries as of the date of this Order), (h) Motorola Solutions Inc., (i) Nintendo Co., Ltd. (and its majority owned subsidiaries as of the date of this Order), (j) Intel Corporation (and its majority owned subsidiaries as of the date of this Order), (k) Nikon Corporation (and its majority owned subsidiaries as of the date of this Order), (l) Ricoh Company, Ltd. (and its majority owned subsidiaries as of the date of this Order), (m) Kyocera Corporation and Kyocera Communications, Inc. (and their respective majority owned subsidiaries as of the date of this Order), (n) International Business Machines Corporation, (o) Nokia Corporation (p) Sony

Corporation and Sony Mobile Communications AB (and its majority owned subsidiaries as of the date of this Order), (q) Hewlett-Packard Company and Hewlett-Packard Development Company, L.P., (r) IMAX Corporation (and its majority owned subsidiaries as of the date of this Order), (s) Oracle America, Inc. successor in interest to Sun Microsystems, Inc. and (t) Carestream Health, Inc.; and

(c) shall limit, restrict or compromise, in any respect (including on the basis of collateral estoppel, res judicata, waiver or section 363(f) of the Bankruptcy Code) Apple or Flashpoint's affirmative defenses or defenses in connection with any action, litigation or proceeding asserting infringement of the Digital Imaging Patent Assets except to the extent, after notice and a hearing, a court with competent jurisdiction over such action, litigation or proceeding determines that such affirmative defenses or defenses constitute an "interest" as that term is used in section 363(f) of the Bankruptcy Code (and without regard to the definition of "Interest" as set forth in paragraph 8 of this Order or in the Motion).

32. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

Dated: July 5, 2012
New York, New York

/s/ Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT 1

Bidding Procedures

BIDDING PROCEDURES

Eastman Kodak Company (“**Kodak**”) and certain of its subsidiaries (collectively, the “**Debtors**”) are debtors in possession in chapter 11 cases (jointly administered under Case No. 12-10202 (ALG)) (the “**Bankruptcy Cases**”) pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

On July [●], 2012, the Bankruptcy Court entered the Order (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests and (B) Establishing a Confidential Bidding Process (the “**Conditional Sale Order**”) approving, among other things, the following “**Bidding Procedures**”.⁵

Key Dates for Potential Bidders

These Bidding Procedures, among other things, provide interested parties with the opportunity to qualify and participate in an Auction (if any) and submit competing bids for the Digital Imaging Patent Assets. The Debtors shall, in the manner set forth herein, facilitate Potential Bidders (defined below) in conducting their respective due diligence investigations and shall accept bids submitted by Potential Bidders in accordance with the procedures set forth herein until **5:00 p.m., Eastern Time, on July 30, 2012**.

The key dates (subject to modification in the manner set forth herein) for the Bidding Process (defined below) are as follows:

July 16, 2012 at 5:00 P.M. ET	Deadline for submission of Preliminary Bid Documents (defined below)
July 30, 2012 at 5:00 P.M. ET	Bid Deadline (defined below)
August 2, 2012 at 5:00 P.M. ET	Date by which Potential Bidders will be Named as Qualified Bidders
August 8, 2012 at 10:30 A.M. ET	Auction
August 13, 2012 at 5:00 P.M. ET	Final Date for Designation of Successful Bidder(s)
August [20], 2012 at [●] [A.M./P.M.] ET ⁶	Anticipated Date for Final Sale Hearing

⁵ Capitalized terms used but not otherwise defined herein have the meanings set forth in the Conditional Sale Order.

⁶ Unless as may be provided pursuant to paragraph 17 of the Conditional Sale Order.

Publication Notice

Within five (5) days of entry of the Conditional Sale Order or as soon as practicable thereafter, the Debtors shall publish notice of these Bidding Procedures in *The Wall Street Journal* (National Edition and Asia Edition) and *The Financial Times* (Worldwide Edition).

Confidentiality

The Debtors and each Reviewing Creditor (defined below) shall be the only parties made aware of the identity of bidders and shall be obligated to maintain in confidence the identity of all proposed bidders, Potential Bidders (defined below) and Qualified Bidders (defined below), the existence and terms and conditions of any bid or proposed sale documentation and other non-public information relating to the bidding process (the “**Bidding Process**” and, such information, the “**Bidder Confidential Information**”). Bidder Confidential Information shall be subject to each Reviewing Creditor’s (and its Advisors’, as applicable) existing confidentiality agreements or other confidentiality agreements reasonably acceptable to the Debtors. For greater certainty, with respect to the DIP Agent, the only confidentiality agreement that shall apply shall be section 9.09 of the Debtors’ Debtor-in-Possession Credit Agreement, dated January 20, 2012 (as amended from time to time, the “**DIP Credit Agreement**”). The DIP Agent agrees not to reveal the identity of (or any information that reasonably could be expected to reveal the identity of) any proposed bidder (including any Potential Bidder or Qualified Bidder) to any Lender (as defined in the DIP Credit Agreement). Each recipient of Bidder Confidential Information agrees to use such Bidder Confidential Information only in connection with the evaluation of bids during the Bidding Process, the dispute resolution procedures set forth below, any Final Sale Hearing or otherwise in connection with these Bankruptcy Cases; provided that such information shall at all times be treated in accordance with the confidentiality arrangements referred to herein and, to the extent such Bidder Confidential Information is to be contained in any pleading or other document filed with the Bankruptcy Court, such Bidder Confidential Information shall be filed under seal.

Notwithstanding the foregoing, and in addition to the disclosures permitted under the confidentiality agreements described above and the dispute resolution procedures contained herein, (a) the Debtors may disclose (i) the identity of the Successful Bidder(s) and the terms and conditions of the Successful Bid(s) after execution of the Sale Agreements with such Successful Bidder(s), (ii) the identity of any bidder with the prior written consent of such bidder, (iii) the price and material terms of any bids received, but not including the identity of the bidder making such bid or any information that could reasonably be expected to reveal the identity of such bidder, solely for the purpose of indicating to other bidders the then-highest bid(s) and (iv) in consultation with any bidder, such other information regarding such bidder as the Debtors determine is necessary to obtain entry of the Final Sale Order and (b) the Debtors and each Reviewing Creditor may disclose Bidder Confidential Information to each of its legal and financial advisors who have executed confidentiality agreements or otherwise have confidentiality obligations to the Debtors or the Debtors’ estates, or with respect to counsel to the DIP Agent, have confidentiality obligations to the DIP Agent (collectively, “**Advisors**”). Furthermore, for the avoidance of doubt, the Reviewing Creditors and those persons or

individuals with whom the Reviewing Creditors are authorized to share Bidder Confidential Information pursuant to their respective confidentiality arrangements may disclose any Bidder Confidential Information to one another.

The “**Reviewing Creditors**” shall consist of the Creditors’ Committee, the DIP Agent and the Second Lien Steering Committee, each communicating with the Debtors through their respective Advisors.

Solely for purposes of these Bidding Procedures, “**Second Lien Steering Committee**” shall consist of a number of members of the Ad Hoc Committee of Second Lien Noteholders reasonably acceptable to the Debtors who have executed confidentiality agreements with the Debtors, in form and substance reasonably acceptable to the Debtors.

The 1114 Committee shall be deemed a Reviewing Creditor and have the rights conferred upon the Reviewing Creditors as set forth in these Bidding Procedures, other than any approval or consent rights. The Debtors shall not modify this provision without the 1114 Committee’s prior written approval, or further order of the Court and the 1114 Committee shall have standing to enforce the rights provided hereunder.

Deadline to Meet Preliminary Participation Requirements

In order to participate in the Bidding Process, each interested person or entity must deliver the following documents (the “**Preliminary Bid Documents**”) to the Debtors’ counsel and Lazard (defined below), unless otherwise determined by the Debtors after consultation with the Reviewing Creditors:

a confidentiality agreement signed by the applicable bidder (a “**Bidder Confidentiality Agreement**”), which shall inure to the benefit of any purchaser of the Digital Imaging Patent Assets, and shall be substantially in the form attached hereto as Appendix A or, after consultation of the Reviewing Creditors, in such other form as the Debtors and such bidder may agree; provided that if such person or entity has already entered into a confidentiality agreement with Kodak in connection with the Sale, such agreement (together with any amendments or supplements thereto) shall be deemed to be a Bidder Confidentiality Agreement for purposes of these Bidding Procedures; and

preliminary proof of the financial capacity of such person or entity to close the Sale, which may include current unaudited or verified financial statements of such person or entity (or, if the entity is formed for the purpose of acquiring the Digital Imaging Patent Assets, the party that will fund the purchase price and bear liability for a breach of any definitive agreement), the adequacy of which the Debtors and their Advisors will determine in their discretion, after consultation with the Reviewing Creditors.

The Debtors may, in consultation with the Reviewing Creditors, exclude from participation in the Bidding Process any bidder that has not delivered to the Debtors’ counsel and

Lazard Preliminary Bid Documents acceptable to the Debtors on or prior to **5:00 p.m., Eastern Time, on July 16, 2012**. The Debtors will promptly forward the Preliminary Bid Documents following receipt thereof to each Reviewing Creditor's respective legal Advisors. No entity or consortium will be (a) considered a Potential Bidder, (b) qualified as a Qualified Bidder or (c) permitted to participate in the Auction if such entity or member of such consortium participates in more than one bid without the prior consent of the Debtors, in consultation with the Reviewing Creditors.

Each bidder submitting timely and acceptable Preliminary Bid Documents shall qualify as a "**Potential Bidder**." The Debtors will provide each Potential Bidder with an electronic copy of the form Patent Sale Agreement that was previously shared with the Reviewing Creditors, together with all schedules, exhibits and annexes thereto (the "**Form Agreement**"), through access to a confidential electronic data room (the "**Data Room**").

Expense Reimbursement

The Debtors do not currently intend to provide expense reimbursement to any Potential Bidder. The Debtors may decide, with the consent of the Reviewing Creditors, to provide expense reimbursement to any Potential Bidder. Any agreement to provide such expense reimbursement may be filed under seal with the Court.

Due Diligence

The Debtors shall provide access to the Data Room to the Potential Bidders and may, in their discretion, provide such other due diligence access or additional information as may be reasonably requested by any Potential Bidder, subject in each case to the terms of the Bidder Confidentiality Agreement. All due diligence requests shall be directed to David Descoteaux (t: 212.632.6657, email: david.descoteaux@lazard.com) or Benjamin Tisdell (t: 212.632.6855, email: benjamin.tisdell@lazard.com) at Lazard Frères & Co. ("**Lazard**").

Each Potential Bidder who submits a bid will be deemed to acknowledge and represent that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets and liabilities of the Debtors and their affiliates in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express, implied, by operation of law or otherwise, regarding the Digital Imaging Patent Assets, the Debtors or their affiliates, or the completeness of any information provided in connection with its bid or the Bidding Process, except to the extent expressly stated in definitive documentation entered into by the Debtors and the Successful Bidder(s).

Deadline for Qualified Bids

A Potential Bidder who desires to make a bid must deliver a bid that satisfies all of the bid requirements attached hereto as Appendix B (the "**Bid Requirements**") so as to be received by the Debtors' counsel, Lazard and counsel to each Reviewing Creditor, no later than **5:00 p.m., Eastern Time, on July 30, 2012** (the "**Bid Deadline**"). The Debtors will forward each bid promptly following receipt thereof to the legal Advisors of each Reviewing Creditor.

A Potential Bidder who submits a bid prior to the Bid Deadline that, in the Debtors' discretion after consultation with the Reviewing Creditors, satisfies all of the Bid Requirements and the Due Diligence Requirements (defined below) shall be a "**Qualified Bidder**" and its submitted bid will constitute a "**Qualified Bid.**" The Debtors may, on two (2) Business Days' notice to and after consultation with the Reviewing Creditors, exclude from participation in the Bidding Process any Potential Bidder who does not submit a Qualified Bid by the Bid Deadline. The Debtors will notify each Potential Bidder by **5:00 p.m., Eastern Time, on August 2, 2012**, whether such Potential Bidder qualifies as a Qualified Bidder.

The Debtors may solicit bids on all or any portion of the Digital Imaging Patent Assets and may group or exclude Digital Imaging Patent Assets as the Debtors determine is in the best interests of their estates after consultation with the Reviewing Creditors.

Auction

In the event that, on or before the Bid Deadline, the Debtors receive more than one Qualified Bid, the Debtors may conduct an auction (the "**Auction**") upon notice to all Qualified Bidders at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 at **10:30 a.m, Eastern Time, on August 8, 2012**, or such other time, date or place as the Debtors may determine in consultation with the Reviewing Creditors.

Prior to and during the Auction, the Debtors may employ and announce such procedures as they determine appropriate under the circumstances after consultation with the Reviewing Creditors, including, without limitation, any partnering of Qualified Bidders, any minimum incremental bid requirements and the amount of time allotted to make subsequent bids. To the extent applicable, the Debtors shall provide for a court reporter to be present at and prepare a transcript of the Auction, in which case, the transcript for the Auction shall be filed with the Bankruptcy Court under seal.

Notwithstanding the foregoing, the Debtors may, at any time after the Bid Deadline, on two (2) Business Days' notice to and after consultation with the Reviewing Creditors, engage in exclusive negotiations with a Qualified Bidder and, subject to the consent of the Reviewing Creditors, enter into a Sale Agreement with such Qualified Bidder without prior notice to any other Qualified Bidder, if the Debtors, in their business judgment, determine that doing so would be in the best interests of the Debtors' estates and creditors.

Evaluation of Qualified Bids

The Debtors shall consider the views of the Reviewing Creditors and may consider any and all other factors consistent with their obligations under the Bankruptcy Code and applicable state law when determining the value of a Qualified Bid, including, without limitation, items such as the net value and recovery to the Debtors' estates provided by such Qualified Bid, the total consideration to be received by the Debtors and the form of such consideration, the number and complexity of transactions that would be required to consummate the Qualified Bid, the number of counterparties to such transactions, the amount of assets

included or excluded from the Qualified Bid, the number, type and nature of any changes to the Form Agreement, whether the Qualified Bid contemplates the assumption of liabilities and the likelihood and timing of consummating such transactions. The Debtors' determination of the value of a Qualified Bid, or the relative value of Qualified Bids shall not be subject to challenge by any Qualified Bidder; provided that the Debtors' determination shall not be binding on the Reviewing Creditors.

Only the Debtors (and their Advisors) and the Reviewing Creditors (and each of their respective Advisors) will be entitled to review Qualified Bids (which, for the avoidance of doubt, shall be treated as Bidder Confidential Information) and only Qualified Bidders will be entitled to make subsequent bids. Each Qualified Bidder will be required to confirm that it has not engaged or attempted to engage in any collusion with respect to the bidding or the Sale.

Due Diligence from Bidders

Each Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their representatives (the "**Due Diligence Requirements**"). If a Reviewing Creditor believes additional information is required from a Qualified Bidder, such Reviewing Creditor shall make additional due diligence requests to the Debtors (and not directly to any Qualified Bidder).

Selection of Successful Bid

The Debtors reserve the right to (i) determine in their discretion, subject to the consent of the Reviewing Creditors, which bid from a Qualified Bidder or combination of bids from Qualified Bidders is the highest or best bid for all or any portion of the Digital Imaging Patent Assets (such bids, consented to by the Reviewing Creditors or otherwise approved by the Bankruptcy Court, the "**Successful Bid(s)**" and the bidder(s) making such bid(s), the "**Successful Bidder(s)**") and (ii) reject at any time, without liability, any offer that the Debtors, in their discretion, and on two (2) Business Days' notice to and after consultation with the Reviewing Creditors, deem to be (x) inadequate or insufficient, (y) not in conformity with the requirements of the Conditional Sale Order, the Bankruptcy Code, the Bankruptcy Rules or any order of the Bankruptcy Court entered in connection herewith or (z) contrary to the best interests of the Debtors' estates and creditors. The Debtors shall be under no obligation to designate a Successful Bidder. The Debtors may designate separate Successful Bidders for separate portions of the Digital Imaging Patent Assets, including for each of the DC Portfolio and the KISS Portfolio, or may designate one (or a combination of) Successful Bidder(s) for all of the Digital Imaging Patent Assets. For the avoidance of doubt, the Debtors shall not accept any bid (whether or not such bid is a Qualified Bid) for any of the Digital Imaging Patent Assets after the close of the Auction (if any).

Dispute Resolution

The Debtors shall, on a current basis, keep the Reviewing Creditors regularly apprised of the progress and content of discussions with Potential Bidders and Qualified Bidders (after their qualification), the terms and conditions of draft sale agreements and the progress of

the Bidding Process. The Debtors and each Reviewing Creditor shall work together in good faith to resolve any potential concerns and objections.

If a Reviewing Creditor objects (or does not consent) to an action proposed to be taken by the Debtors, for which its consent is required under these Bidding Procedures, then prior to taking such proposed action, the Debtors may, on an expedited basis (but on not less than two (2) Business Days' prior notice), seek an emergency in camera hearing with the Bankruptcy Court to resolve such Reviewing Creditor's objection (or lack of consent). If a Reviewing Creditor objects to an action proposed to be taken by the Debtors, with respect to which the Debtors were required to consult with the Reviewing Creditors, such Reviewing Creditor may, on an expedited basis (but on not less than two (2) Business Days' prior notice), seek an emergency in camera hearing with the Bankruptcy Court to resolve such objection. Such dispute shall remain confidential in accordance with the terms of the confidentiality agreements referred to in the confidentiality provisions of these Bidding Procedures and any filings with respect to such dispute shall be served on and made available only to the Debtors (and their Advisors) and the Reviewing Creditors (and each of their respective Advisors). Only the Debtors (and their Advisors) and the Reviewing Creditors (and each of their respective Advisors) shall be entitled to attend and receive formal notice of the in camera hearing unless otherwise ordered by the Bankruptcy Court provided that notice of such hearing shall be filed publicly with the Bankruptcy Court not less than two (2) Business Days' prior to such hearing. The Bankruptcy Court's resolution of such dispute during any in camera hearing shall be binding on the Debtors and each Reviewing Creditor and, to the extent determined by the Bankruptcy Court, shall override any lack of consent by any Reviewing Creditor for the purpose of such issue under these Bidding Procedures.

To the extent the Debtors decline to seek resolution of an objection in the manner described above, the Debtors may proceed directly to a Final Sale Hearing, in which case the Reviewing Creditors shall be entitled to raise any timely filed objections at such hearing; provided that any Bidder Confidential Information to be contained in any pleading filed in connection with the Final Sale Hearing shall be filed entirely under seal and made available only to the Debtors and the Reviewing Creditors (but otherwise subject to the terms hereof).

For purposes of these Bidding Procedures, (a) any action requiring the consent of a Reviewing Creditor may be satisfied by a written statement from such Reviewing Creditor that such Reviewing Creditor does not object to such action and (b) any consent or written statement from a Reviewing Creditor may be obtained by email from the legal Advisors of such Reviewing Creditor.

Notwithstanding anything contained herein, the Debtors may not execute any Sale Agreement(s) unless they have the consent of each Reviewing Creditor. Absent such consent, the Debtors may seek Bankruptcy Court approval of any such unexecuted Sale Agreement(s) and the Reviewing Creditors shall have all rights under applicable law to object thereto.

Acceptance and Binding Nature of Contract

The Debtors shall be deemed to have accepted a Qualified Bid with the consent of the Reviewing Creditors only when (i) the Debtors declare that such bid is a Successful Bid (in accordance with the terms hereof) and (ii) definitive Sale Agreement(s) (in a form as to which the Reviewing Creditors have given their consent) are executed in respect thereof, in each case, in accordance with these Bidding Procedures. The Debtors shall declare the Successful Bid(s) no later than **5:00 p.m., Eastern Time, on August 13, 2012** or such other date as ordered by the Bankruptcy Court or as modified pursuant to the terms of these Bidding Procedures.

Except as otherwise expressly provided for herein, including the provisions of these Bidding Procedures relating to dispute resolution, or in the Conditional Sale Order, no further Bankruptcy Court approval is necessary for the execution and delivery of any Sale Agreement(s) (consented to by the Reviewing Creditors) by the Debtors in accordance with these Bidding Procedures. Any Sale Agreements, executed in accordance with these Bidding Procedures (including the immediately preceding sentence), shall be binding on the Debtors and the Successful Bidder(s), and may include such provisions as the Debtors consider reasonable to provide the Successful Bidder(s) in light of the Successful Bid(s), including 'no-shop' and similar exclusivity provisions, specific enforcement rights to pursue entry of the Final Sale Order, cash termination and break-up fees,⁷ reasonable expense reimbursement and other protections.

The Final Sale Hearing will be held before the Bankruptcy Court on an expedited basis in accordance with the Conditional Sale Order and these Bidding Procedures. At the Final Sale Hearing, the Bankruptcy Court will consider the Successful Bid(s) or such other bids as the Debtors seek to have approved and the relief proposed to be granted in the Final Sale Order, and will consider only those objections filed in accordance with the Conditional Sale Order and these Bidding Procedures.

Return of Good-Faith Deposit

Each Good Faith Deposit (as defined in the Bid Requirements) shall be returned to each Qualified Bidder not selected by the Debtors as the Successful Bidder(s) by no later than the fifth (5th) Business Day following the entry by the Bankruptcy Court of the Final Sale Order. The Good Faith Deposits of the Successful Bidder(s) will be retained by the Debtors in accordance with the terms of the Sale Agreements executed with the Successful Bidder(s).

⁷ The cash amount of any termination or break-up fee shall not exceed 2% of the net purchase price payable to the Debtors without prior order of the Bankruptcy Court (which order may be obtained at an in camera hearing pursuant to the in camera procedures described above).

Beneficiaries; Modification of Procedures; Reservation of Rights

No person or entity other than the Debtors shall be a beneficiary of or have the right or standing to enforce these Bidding Procedures; provided that nothing herein shall limit the consent, consultation or objection rights of any Reviewing Creditor **or any other entity** as provided herein and in the Conditional Sale Order, or any Reviewing Creditor's right or standing to enforce such rights.

The Debtors may amend or modify these Bidding Procedures (including any dates set forth herein) at any time and in any manner with the consent of the Reviewing Creditors, without prior notice to any other person, **subject to Court ratification at the Final Sale Hearing**. Notwithstanding the immediately preceding sentence, the Debtors, in consultation with the Reviewing Creditors, may amend the Bidding Procedures to provide for a non-confidential auction format; provided that if a Qualified Bidder elects not to participate in such non-confidential auction, any Bidder Confidential Information with respect to such Qualified Bidder shall remain confidential in accordance with the terms of these Bidding Procedures.

At any time after the Bid Deadline, the Debtors reserve the right to terminate the Bidding Process after consultation with the Reviewing Creditors.

Nothing in these Bidding Procedures, nor the participation of the DIP Agent in the Bidding Process, shall be deemed a waiver of its rights and remedies under the DIP Credit Agreement or any documents or orders relating thereto (together, the "**DIP Documents**") or the rights and remedies of any of the Lenders (as defined in the DIP Credit Agreement) under the DIP Documents.

EXHIBIT 2

Scheduled Agreements

Scheduled Agreements¹

1. Patent License Agreement between Eastman Kodak Company and Ability Enterprise Co., Ltd., dated Aug. 18, 2003.
2. Patent License Agreement between Eastman Kodak Company and Altek Corporation, dated July 1, 2004, Amendment 1, dated July 12, 2006 and Amendment 2, dated July 1, 2006.
3. Patent License Agreement between Eastman Kodak Company and Asia Optical Co., Inc., dated April 9, 2004 and Amendment 1, dated July 12, 2006 and Amendment 1, dated July 12, 2006.
4. Patent License Agreement between Eastman Kodak Company and Canon Inc., dated Nov. 1, 2006 and Letter Agreement, dated Nov. 28, 2006.
5. Patent Cross License Agreement between Eastman Kodak Company and Casio Computer Company, Ltd., dated June 20, 2006 and Amendment 2, dated Dec. 22, 2006.
6. Combination Patent License Agreement between Eastman Kodak Company and Casio Computer Company, Ltd., dated June 20, 2006 and Amendment 2, dated Dec. 22, 2006.
7. Patent License Agreement between Eastman Kodak Company and DXG Technology Corp., dated July 8, 2008 and Amendment 1, dated July 8, 2008.
8. Patent License Agreement between Eastman Kodak Company and Flextronics International Ltd., dated Sept. 18, 2006.
9. Patent License Agreement between Eastman Kodak Company and Funai Electric Co., Ltd., dated May 12, 2004, Memorandum, dated May 12, 2004 and Amendment 1, dated July 12, 2006.
10. Patent License Agreement between Eastman Kodak Company and Garmin, Ltd., dated Mar. 31, 2005.
11. Patent License Agreement between Eastman Kodak Company, Hewlett-Packard Company and Hewlett-Packard Development Company, L.P., dated Jan. 1, 2005.
12. Patent Cross License Agreement between Eastman Kodak Company and Intel Corporation, dated on or about April 28, 1998.
13. Collaborative Development and License Agreement for Digital Image Capture Products between Eastman Kodak Company and Intel Corporation, dated Apr. 28, 1998.
14. Digitization Agreement between Eastman Kodak Company and Intel Corporation, dated Apr. 28, 1998, with letter amendment dated Nov. 16, 1998.
15. Amended and Restated License and Marketing Agreement between Eastman Kodak Company and Intel Corporation dated as of Jan. 1, 1999, amending and restating the License and Marketing Agreement, dated Apr. 28, 1998 (as previously amended on Oct. 20, 1998).
16. Agreement between Eastman Kodak Company and Intel Corporation, dated June 29, 1992 (licensing certain patents).
17. Patent License Agreement between Eastman Kodak Company and Victor Company of Japan, Limited (JVC), dated Dec. 21, 2007.
18. Patent License Agreement between Eastman Kodak Company and LG Electronics Inc., dated Nov. 30, 2009.

¹ The inclusion of an agreement as a Scheduled Agreement is without prejudice to the rights of the Debtors or any other party thereto and shall not constitute an admission as to the validity or enforceability of such Scheduled Agreement, whether such Scheduled Agreement creates a license, Claim or Interest, or any other matter.

19. Patent License Agreement between Eastman Kodak Company and Leaf Imaging Ltd., dated Sept. 15, 2009.
20. Patent License Agreement between Eastman Kodak Company and Matsushita Electric Industrial Co., Ltd. (Panasonic), dated Dec. 21, 2007.
21. Amended and Restated Patent License Agreement between Eastman Kodak Company and Motorola, Inc., now known as Motorola Solutions, Inc., dated Sept. 30, 2008.
22. Amended and Restated Patent License Agreement between Eastman Kodak Company and Motorola, Inc. dated Sept. 30, 2008, extended to Motorola Mobility, Inc. pursuant to Section 8.3(b) thereof by notice dated January 3, 2011.
23. Patent License Agreement between Eastman Kodak Company and NEC Corporation, dated Dec. 24, 2010.
24. Patent License Agreement between Eastman Kodak Company and Newsan S.A., dated Jan. 1, 2011.
25. Amended and Restated Digital Still Camera Patent License Agreement between Eastman Kodak Company and Nikon Corporation, dated Oct. 21, 2005, amended and restated as of Sept, 30, 2007.
26. Amended and Restated Digital Single Lens Reflex Camera Patent License Agreement between Eastman Kodak Company and Nikon Corporation, dated Oct. 21, 2005, amended and restated as of Sept, 30, 2007.
27. Agreement between Nikon Corporation and Applied Science Fiction, dated Apr. 1, 2002.
28. Patent License Agreement between Eastman Kodak Company and Nintendo Co., Ltd., dated April 5, 2009.
29. Patent License Agreement between Eastman Kodak Company and Nokia Corporation, dated Sept. 30, 2008.
30. Patent License Agreement between Eastman Kodak Company and Olympus Corporation, dated Sept. 22, 2006.
31. Patent License Agreement between Eastman Kodak Company and Sakar International, Inc., dated Mar. 30, 2011
32. Term Sheet for Samsung-Kodak License Agreement between Eastman Kodak Company and its Subsidiaries and Samsung Electronics Co., Ltd. and its Subsidiaries, dated Dec. 17, 2009 and Amendment to the Term Sheet for Samsung-Kodak License Agreement, dated Jan. 8, 2010.
33. Settlement Agreement between Eastman Kodak Company, Samsung Electronics Company Ltd., Samsung Electronics America, Inc., Samsung Telecommunications America, LLC and Samsung Electronics GMBH, dated Jan. 8, 2010.
34. Patent License Agreement between Eastman Kodak Company and Samsung Electronics Co., Ltd., dated Sept. 16, 2010.
35. Patent License Agreement between Eastman Kodak Company and Samsung Techwin Co., Ltd., dated Jan. 1, 2004, Amendment 1, dated July 18, 2004 and Amendment 2, dated July 12, 2006.
36. Patent License Agreement between Eastman Kodak Company and Sanyo Electronic Co., Ltd. dated January 1, 2005 and Amendment 1, dated July 12, 2006.
37. Patent License Agreement between Eastman Kodak Company and Sharp Corporation, dated Oct. 1, 2011.

38. Patent License Agreement between Eastman Kodak Company and Skanhex Technology Inc., dated May 12, 2003 and Amendment, dated Dec. 31, 2003.
39. Patent License Agreement between Eastman Kodak Company and Sony Ericsson Mobile Communications AB, dated Dec. 27, 2006.
40. Patent License Agreement between Eastman Kodak Company and Sony Corporation, dated Dec. 27, 2006.
41. Patent License Agreement between Eastman Kodak Company and Group 47, LLC, dated Sept. 8, 2010.
42. Patent License Agreement between Eastman Kodak Company and Rohm and Haas Denmark Finance A/S, dated June 15, 2007.
43. Patent License Agreement between Eastman Kodak Company and Roper Acquisition Subsidiary, Inc., dated Nov. 15, 1999.
44. Patent License Agreement between Eastman Kodak Company and ITT Industries, Inc., dated Aug. 13, 2004.
45. Patent License Agreement between Eastman Kodak Company and BRCK Acquisition Corp., dated Mar. 31, 2011.
46. Intellectual Property Agreement between Eastman Kodak Company and Carestream Health, Inc., dated April 30, 2007.
47. OLED Patent License Agreement between Eastman Kodak Company and LG Display Co. Ltd., dated Dec. 30, 2009.
48. Master Cross-License Agreement between Eastman Kodak Company and Truesense Imaging, Inc (formerly known as Image Sensor Technologies Acquisition Corporation) dated Dec. 29, 2011.
49. Cross-license agreement regarding OLED technology, excluding materials patents, between Chi-Mei EL Corporation and Eastman Kodak Company, dated May 23, 2007.
50. OLED license agreement between Denso Corporation and Eastman Kodak Company, dated Nov. 28, 2001.
51. OLED, head-mount display field of use license agreement between FED Corporation (eMagin) and Eastman Kodak Company, dated April 1, 1998.
52. OLED, miniature high-resolution display field of use license agreement between FED Corporation (eMagin) and Eastman Kodak Company, dated Mar. 29, 1999.
53. OLED license agreement between Fuji Electric Holdings Co., Ltd. and Eastman Kodak Company, dated April 23, 2004.
54. OLED license agreement between Lightronic Technology, Inc. and Eastman Kodak Company, dated Dec. 31, 2003.
55. OLED license agreement between Lite Array Co. and Eastman Kodak Company, dated July 13, 2000.
56. OLED license agreement between MicroOLED, SARL and Eastman Kodak Company, dated Nov. 19, 2009.
57. OLED license agreement between Ness Display Co., Ltd. and Eastman Kodak Company, dated Aug. 24, 2004.
58. OLED license agreement between Nippon Seiki Co., Ltd. and Eastman Kodak Company, dated Nov. 1, 1999.

59. OLED license agreement between Opsys Ltd. and Eastman Kodak Company, dated Mar. 31, 2001.
60. OLED license agreement between Optrex Corp. and Eastman Kodak Company, dated June 10, 2001.
61. OLED license agreement between Truly Semiconductor Ltd. and Eastman Kodak Company, dated July 17, 2003.
62. OLED license agreement between Pioneer Electronic Corp. and Eastman Kodak Company, dated Sept. 5 1995.
63. OLED license agreement between Ritek Corp. and Eastman Kodak Company dated May 15, 2000.
64. OLED license agreement between Tohoku Device Co., Ltd. and Eastman Kodak Company, dated May 26, 2006.
65. OLED license agreement between Samsung NEC Mobile Display Co., Ltd. (SNMD), Samsung SDI Co., Ltd., NEC Corporation and Eastman Kodak Company, dated Jan. 1 2003.
66. OLED license agreement between Teco Electric and Machinery Co., Ltd. and Eastman Kodak Company, dated Mar. 15, 2000.
67. OLED license agreement between TDK Corp. and Eastman Kodak Company, dated Aug. 12, 1999.
68. Cross-license between Seiko Epson Corporation and Eastman Kodak Company, dated Oct. 1, 2006.
69. License and software agreement between Zebra Technologies Corp. and Eastman Kodak Company, dated Feb. 1, 2007.
70. Joint development agreement between Zebra Technologies Corp. and Eastman Kodak Company, dated Oct. 1, 2004.
71. PCD Write/Read software license agreement between IBM Corp. and Eastman Kodak Company, dated May 18, 1994.
72. Image PAC Write/Read software license agreement between Color Concept and Eastman Kodak Company, dated July 6, 1995.
73. PCD Write/Read software license agreement between Apple Computer Inc. and Eastman Kodak Company, dated Oct. 17, 1995.
74. Image PAC Write/Read software license agreement between SAS institute, Inc. and Eastman Kodak Company, dated Mar. 29, 1996.
75. Image PAC Write/Read software license agreement between Mind Systems Co., Ltd. and Eastman Kodak Company, dated April 22, 1996.
76. Image PAC Write/Read software license agreement between Accusoft and Eastman Kodak Company, dated June 5, 1995.
77. Image PAC Write/Read software license agreement between Candela Ltd. and Eastman Kodak Company, dated May 2, 1995.
78. Image PAC Write/Read software license agreement between Cloanto Italia SRC and Eastman Kodak Company, dated Dec. 22, 1995.
79. Image PAC Write/Read software license agreement between Koyosha Graphics of America, Inc. and Eastman Kodak Company, dated May 12, 1995.

80. Patent License Agreement for Image PAC Write-Read Software between Nikon Corporation and Eastman Kodak Company, dated Sept. 14, 1995.
81. Image PAC Write/Read software license agreement between Peacock A.G. and Eastman Kodak Company, dated Sept. 25, 1995.
82. Image PAC Write/Read software license agreement between Personal Media Corp. and Eastman Kodak Company, dated Dec. 7, 1995.
83. Image PAC Write/Read software license agreement between Photosoft Inc. and Eastman Kodak Company, dated Sept. 15, 1995.
84. Image PAC Write/Read software license agreement between Shima Seiki Mfg., Ltd. and Eastman Kodak Company, dated Jan. 3, 1996.
85. Image PAC Write/Read software license agreement between Visiontel Inc. and Eastman Kodak Company, dated Nov. 8, 1995.
86. Image PAC Write/Read software license agreement between Dice America and Eastman Kodak Company, dated May 2, 1995.
87. Image PAC Write/Read software license agreement between Philips Electronics N.V. and Eastman Kodak Company, dated Oct. 1, 1996.
88. Image PAC Write/Read software license agreement between News International Newspapers, Ltd. and Eastman Kodak Company, dated Nov. 24, 1995.
89. Image PAC Write/Read software license agreement between News Access Co, Ltd. and Eastman Kodak Company, dated May 17, 1996.
90. Image PAC Write/Read software license agreement between Scitex Corp, Ltd. and Eastman Kodak Company, dated Sept. 23, 1996.
91. Cross-license agreement, covering certain patents, between Fuji Photo Film Co., Ltd. and Eastman Kodak Company, dated April 21, 1995.
92. Confidential settlement, release and license agreement between DR Systems, Inc. and Eastman Kodak Company, dated Dec. 1, 2009.
93. Intellectual property and equipment transfer agreement between industrial Technology Research Institute (ITRI) and Eastman Kodak Company, dated Aug. 31, 2007.
94. License agreement between IBM Corp. and Eastman Kodak Company, dated Jan 1, 1985.
95. License agreement between IBM Corp. and Applied Science Fiction Inc., dated Mar. 23, 2000.
96. License agreement between ei Solutions, Inc. and Eastman Software, Inc. to ei Solutions, Inc. and Eastman Kodak Company, dated Aug. 31, 2000.
97. License agreement between National Semiconductor Corp. and Eastman Kodak Company, dated Sept. 7, 2004.
98. Termination and release agreement between Osterhout design Group and Eastman Kodak Company, dated May 31, 2011.
99. License agreement between IMAX Corporation and Eastman Kodak Company, dated July 18, 2011.
100. Lab sales agreement between CPI Corporation and Eastman Kodak Company, dated Aug. 1, 2006, including amendment 1, dated April 17, 2009 and amendment 2, dated June 1, 2011.
101. Master Development and License agreement between Industrial Technology Research Institute (ITRI) and Eastman Kodak Company, dated Nov. 12, 2002.

102. License agreement between Filmlight Ltd., Filmlight Digital Film Technology Inc. and Eastman Kodak Company, dated Feb. 1, 2008.
103. License agreement between Imagica Corporation and Eastman Kodak Company, dated Feb. 1, 2005 including Amendment 1, assigning the agreement to Imagica Technologies Corp., dated Aug. 21, 2006, Amendment 2, dated Mar. 3, 2008 and a second titled Amendment 2, dated Mar. 1, 2009.
104. License agreement covering between DaVinci Systems and Eastman Kodak Company, dated May 4, 2009.
105. License agreement between Cintel international Ltd. and Eastman Kodak Company, dated May 5, 2007.
106. PASS Joint development agreement between Fuji Photo Film Co., Ltd., Konica-Minolta Photo Imaging Inc. and Eastman Kodak Company, dated July 20, 2004, and the extension agreement dated, July 20, 2005.
107. OLED license and joint development agreement between Sanyo and Eastman Kodak Company, dated March 4, 2005.
108. Settlement agreement between Sun Microsystems Inc. and Eastman Kodak Company, dated Oct. 7, 2004.
109. Development agreement and amendments between Texas Instruments and Eastman Kodak Company, dated Oct. 30, 2004.
110. Master Agreement between Eastman Kodak Company and Lasergraphics, Inc., dated April 11, 2008.
111. Master Agreement between Eastman Kodak Company and Rennie Johnson & Associates, dated Mar. 22, 2010.
112. Master Agreement between Eastman Kodak Company and Arnold & Richter Cine Technik GmbH & Co. Betriebs KG, dated Dec. 1, 2004.
113. License agreement between Digital Content Protection LLC and Eastman Kodak Company, dated June 9, 2008.
114. License and distribution agreement between Applied Science Fiction, Inc., and Pixel Magic Imaging, Inc., dated Aug. 9, 2000.
115. Master Agreement between Pacific Image Electronics Co., Ltd., and Applied Science Fiction, Inc., dated Oct. 24, 2002.
116. Master Agreement between Microtek International Inc. and Applied Science Fiction, Inc., dated Sept. 3, 2002.
117. ICE Technology Master License and Distribution Agreement between Acer Communications & Multimedia Inc. and Applied Science Fiction, Inc., dated Sept. 13, 2000.
118. Software License Agreement and Amendments 1 and 2 between Quark, Inc. and Eastman Kodak Company, dated Feb. 2, 1997.
119. Patent License Agreement between International Business Machines Corporation and Eastman Kodak Company, dated Jan. 1, 1990.
120. Patent Agreement between Wang Laboratories, Inc. and Microsoft Corporation, dated April 12, 1995.
121. License Agreement between Wang Laboratories, Inc. and Hewlett-Packard Company dated Nov. 9, 1984.

122. Master Consumer Inkjet Printer Business Agreement between Eastman Kodak Company and Samsung Electronics Co., Ltd., dated Sept. 16, 2011.
123. Patent License Agreement between Eastman Kodak Company and Kyocera Corporation, dated Aug. 21, 2002.
124. Patent License Agreement between Eastman Kodak Company and Ricoh Company, Ltd., dated May 1, 2002, as amended on July 12, 2006 and December 5, 2007.
125. ImageLink Agreement between Eastman Kodak Company and Pentax Imaging Corporation, with a Commencement Date of January 1, 2005 and an Effective Date of September 7, 2005, as amended on April 19, 2006.
126. FlashPoint Technology License Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., dated March 17, 1997.
127. Development Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., effective Jan 1, 1997.
128. Development Agreement between Eastman Kodak Company and FlashPoint Technology, Inc., effective Nov 5, 1998.
129. Agreement between International Business Machines Corporation and Wang Laboratories, Inc., dated as of January 1, 1987.

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Counsel to the Debtors and Debtors in Possession

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

In re:)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , ¹)	Case No. 12-10202 (ALG)
Debtors.)	(Jointly Administered)

**NOTICE OF FILING OF EXHIBITS TO ORDER (A) CONDITIONALLY
AUTHORIZING THE SALE OF PATENT ASSETS FREE AND CLEAR OF
CLAIMS AND INTERESTS; (B) ESTABLISHING A COMPETITIVE BIDDING
PROCESS; AND (C) APPROVING THE NOTICE PROCEDURES**

PLEASE TAKE NOTICE that on July 5, 2012, the Court entered the Order (A) Conditionally Authorizing the Sale of Patent Assets Free and Clear of Claims and Interests, (B) Establishing a competitive Bidding Process and (C) Approving the Notice Procedures (the “**Order**”) [Docket No. 1590].

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.



PLEASE TAKE FURTHER NOTICE that attached hereto as Appendix A is the Form of Bidder Confidentiality Agreement, Appendix A to Exhibit 1 (Bidding Procedures) of the Order.

PLEASE TAKE FURTHER NOTICE that attached hereto as Appendix B is the Bid Requirements, Appendix B to Exhibit 1 (Bidding Procedures) of the Order.

Dated: July 6, 2012
New York, New York

/s/ Andrew G. Dietderich

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- and -

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Counsel to the Debtors and Debtors in
Possession

Appendix A

Kodak

_____, 2012

[INTERESTED PARTY]

[ADDRESS]

Attn: []

Re: Non-Disclosure Agreement

Ladies and Gentlemen:

[Interested Party] (“you”) have requested certain information in connection with your consideration of a potential negotiated transaction involving your acquisition of certain rights of Eastman Kodak Company (together with its affiliates, and including any successor thereto, “Kodak”) in certain U.S. and/or foreign patents and counterparts, and in certain patent applications (collectively, “Patents”). Such transaction is hereinafter referred to as a “Transaction.” You acknowledge that Eastman Kodak Company and its affiliated debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., Case No. 12-10202 (ALG) (the “Bankruptcy Case”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

In consideration of any Evaluation Material (as defined below) furnished or made available by Kodak or its Representatives (as defined below), and as a condition to being furnished such Evaluation Material, you agree to comply with the terms of this letter agreement (this “Agreement”) as follows:

1. You shall, and shall cause your Representatives to, treat as confidential and use only for the purpose of evaluating a possible Transaction and not in a manner that would reasonably be expected to be detrimental to Kodak any information that Kodak or its Representatives furnish or otherwise make available to you or your Representatives that relates to the Patents or that is otherwise furnished or made available by Kodak or its Representatives in connection with the evaluation of a Transaction, whether before or after the date of this Agreement, regardless of the form in which such information is communicated or maintained, including any technical, scientific, trade secret or other proprietary information of the Company with which you or your Representatives may come into contact in the course of your investigation, and such portion of any notes, dockets, reports, summaries, analyses, forecasts, compilations, studies, interpretations, characterizations, memoranda, files, opinions or other documents or material, whether prepared by you or others, that contain, reflect or are based upon such information (collectively, the “Evaluation Material”). All such information shall be deemed Evaluation Material unless designated otherwise. “Representatives” shall mean as to any person, the directors, officers, employees, attorneys, accountants, actual or potential debt financing

sources (subject to the immediately succeeding sentence), consultants (subject to the immediately succeeding sentence) and financial advisors of such person. The parties hereto agree that (x) "debt financing source" shall mean only a person, individually or together with affiliated persons, the primary business of which is the provision to unaffiliated persons of debt financing and (y) "consultant" shall mean only a person, individually or together with affiliated persons, the primary business of which is the provision to unaffiliated persons of consulting services of the type that are proposed to be provided to you with respect to the Evaluation Material or Transaction.

2. The term "Evaluation Material" does not include information that you can establish (i) is or becomes available to the public, other than as a result of a disclosure by you or your Representatives in breach of this Agreement or any other confidentiality agreement between you and Kodak; or (ii) was available to you or your Representatives, or has become available to you or your Representatives, on a non-confidential basis from a source other than Kodak or its Representatives, provided that neither you nor the receiving Representative, as applicable, knew or should have known after a reasonable inquiry that the source of such information was bound by a confidentiality agreement with respect to such material that prohibited it from furnishing or making available the information to you or your Representatives on a non-confidential basis.

3. You may disclose Evaluation Material only to those of your Representatives that require such material for the sole purpose of assisting you or your other Representatives in evaluating a Transaction and who agree to keep such information confidential and who are provided with a copy of this Agreement and agree in writing to be bound by the terms hereof to the same extent as if they were parties hereto. You agree that the Evaluation Material will be kept confidential by you and your Representatives and, except with the specific written consent of Kodak, or as expressly otherwise permitted by the terms hereof, will not be disclosed by you or any of your Representatives to any other person. You further agree that you are responsible to Kodak for any action or failure to act that would constitute a breach or violation of the preceding sentence or any of the other terms of this Agreement by any of your Representatives.

4. In the interest of facilitating review of the Patents, Kodak or its Representatives may prepare certain summaries, characterizations, and analyses of the Patents that may be included in the Evaluation Material. You and each of your Representatives each agree that none of you, or them, or your respective affiliates or any other person shall use Evaluation Material as the basis for, or in support of, (a) any litigation or court or administrative proceeding (including declaratory judgment actions, invalidation or any other challenge whatsoever), patent reexamination or other proceeding or procedure of any kind or (b) filing any patent applications or modifying pending patent applications or the claims of patents in any post-grant proceedings. Further, your review of such materials is not intended to be, and shall not be construed as being, actual or constructive notice of infringement under Section 287 of the U.S. Patent Code or under any other applicable patent laws.

5. Subject to the requirements of applicable law, regulation, legal or judicial process, or the regulations or rules of a stock exchange or similar self-regulatory authority, without the prior written consent of Kodak, you shall not, and shall cause your Representatives not to, directly or indirectly (a) disclose to any person (other than your Representatives) the fact that Evaluation Material has been made available to you or your Representative or that you or any of your Representatives has inspected or produced Evaluation Material, or (b) disclose to

any person (other than your Representatives) (i) the fact that any discussions or negotiations are taking (or have taken or may take) place concerning a Transaction or the existence or terms of this Agreement or (ii) any of the proposed terms, proposed conditions or other facts with respect to any Transaction, including the status thereof.

6. “Highly Sensitive Evaluation Material” shall mean all (x) written or oral information so designated or with a similar designation, in writing or identified orally, by Kodak or its Representative upon initial disclosure to a Permitted Reviewer (as defined below), although the existence or lack of such a designation shall not control whether such information is Highly Sensitive Evaluation Material, (y) Evaluation Material located in a folder in the electronic data room entitled “Highly Sensitive Evaluation Material” and (z) all notes, reports, summaries, analyses, compilations, studies, interpretations, characterizations, memoranda, files, opinions, claim charts or other documents or material (whether oral or written and regardless of the form thereof) prepared by any Permitted Reviewer which contain or otherwise reflect any of the material described in the foregoing clauses (x) or (y). All Oral Highly Sensitive Evaluation Material (as defined below) or other Highly Sensitive Evaluation Material that does not lend itself to written form shall be orally identified as Highly Sensitive Evaluation Material at the time of disclosure. “Oral Highly Sensitive Evaluation Material” shall mean: (a) any written Highly Sensitive Evaluation Material that is discussed or presented orally; and (b) any other Highly Sensitive Evaluation Material conveyed to you orally that the Company or its Representatives or advisors advise you in writing should be treated as Highly Sensitive Evaluation Material.

7. “Permitted Reviewers” shall mean outside legal counsel engaged by you, who have executed a copy of Exhibit A hereto and are listed by name in Exhibit B hereto or subsequently identified to Kodak in writing by you, and who, in each case, receive the express prior written permission of Kodak to receive Highly Sensitive Evaluation Material; provided, that each of the individuals listed on Exhibit B on the date hereof shall be deemed to have received such express permission of Kodak for purposes of this sentence (subject to the execution of a copy of Exhibit A hereto).

8. Kodak and you agree no person, including you or any of its Representatives other than the Permitted Reviewers shall be permitted to access any Highly Sensitive Evaluation Material. In addition to the restrictions with respect to the disclosure and use of the Evaluation Material, you shall cause all Highly Sensitive Evaluation Material that is provided by or on behalf of Kodak in written form to be segregated from other Evaluation Material, and shall limit access to such Highly Sensitive Evaluation Material to those Permitted Reviewers entitled to have access thereto as specifically provided herein.

9. You shall be responsible to Kodak for any disclosure or misuse of Highly Sensitive Evaluation Material which results from a failure to comply with these provisions (including any failures to comply by a Permitted Reviewer). In addition, and notwithstanding anything to the contrary set forth herein, each Permitted Reviewer shall execute a copy of Exhibit A hereto confirming such Permitted Reviewer’s agreement to be bound by the terms hereof and shall have no access to any Highly Sensitive Evaluation Materials until such time as such Permitted Reviewer has so executed and provided a copy thereof to Kodak.

10. In the event that you or any of your Representatives is advised in writing by legal counsel that applicable law, regulation, legal or judicial process, or the regulations or

rules of a stock exchange or similar self-regulatory authority, require disclosure of any Evaluation Material, you and any such Representative will, to the extent legally permissible, provide Kodak with reasonably prompt prior written notice of such requirement(s) so that Kodak may seek a protective order or other appropriate remedy and will use commercially reasonable efforts to consult with Kodak and its Representatives with respect to Kodak, or to the extent directed by Kodak, your, taking steps to resist or narrow the scope of such request or legal process. In the event Kodak determines to seek such protective order or other remedy, you and any such Representative will cooperate with Kodak in seeking such protective order or other remedy at Kodak's expense. In the event that such protective order or other remedy is not obtained and you or any such Representative is advised in writing by legal counsel that law, regulation or legal, regulatory or judicial process or the rules of a stock exchange or similar self-regulatory authority compels disclosure of Evaluation Material, you or your Representative, as the case may be, (i) may without liability hereunder furnish that portion (and only that portion) of the Evaluation Material which, based on the written advice of legal counsel, you or such Representative is legally required to disclose and (ii) will use commercially reasonable efforts to have confidential treatment accorded any Evaluation Material so furnished.

11. In no event shall you or any of your Representatives be deemed, by virtue of this Agreement, to have acquired any right, license or interest of any kind or nature whatsoever, in or to, any Evaluation Material or any of the Patents.

12. You acknowledge that Eastman Kodak Company is the issuer and/or guarantor of publicly-traded equity and/or debt securities and is subject to reporting and disclosure requirements under U.S. federal and state securities laws and to disclosure obligations in the Bankruptcy Case. You are aware, and will advise your Representatives who are informed of the matters that are the subject of this Agreement, that applicable United States securities laws restrict persons with material, non-public information concerning Kodak (including, in each case, matters that may be the subject of this Agreement) from purchasing or selling securities of Kodak or from communicating such information to any other person except in circumstances expressly permitted under applicable securities laws.

13. In consideration of the Evaluation Material being furnished to you, you hereby agree that, for a period of two years from the date of this Agreement, unless such shall have been specifically invited in writing by Kodak, neither you nor any of your affiliates or Representatives will in any manner, directly or indirectly, alone or in concert with others: (i) effect or seek, offer or propose (whether publicly or otherwise) to effect, or cause or participate in or in any way advise, assist or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (a) any acquisition of any securities (or beneficial ownership thereof (within the meaning of the Securities Exchange Act of 1934, as amended (the "1934 Act"))) or assets of, or claims against, Kodak, including any rights or options to acquire such securities, assets or claims; (b) any tender or exchange offer, merger or other business combination involving Kodak; (c) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to Kodak; or (d) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission and including any otherwise exempt solicitation pursuant to such proxy rules) or consents to vote any voting securities of Kodak or otherwise in connection with the Bankruptcy Case; (ii) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to any securities of or claims against Kodak; (iii) otherwise act to seek to control or influence the

management, Board of Directors or policies of Kodak or to seek to influence, advise or direct the vote or disposition of voting securities of or claims against Kodak; (iv) take any action which might force Kodak to make a public announcement regarding any of the types of matters set forth in (i) above; or (v) enter into any discussions or arrangements with any third party with respect to any of the foregoing. You also agree during such period that you will not request Kodak (or its directors, officers, employees or agents), directly or indirectly, to amend or waive any provision of this paragraph 13 (including this sentence). Furthermore, you acknowledge that neither you nor any of your affiliates will acquire after the date hereof any direct or indirect right, title or interest in any indebtedness of, interest in or claim against Kodak, or will enter into any agreement with any person with respect to how any indebtedness of, interest in or claim against Kodak may be voted, compromised, held or sold.

14. Kodak may, in its reasonable discretion, provide you with access to its employees engaged in connection with the Patents following your request for such access. You agree that neither you nor any of your Representatives shall, directly or indirectly, contact or communicate with any director, officer, employee, customer, licensee or agent of Kodak regarding the Patents or a Transaction without the express prior consent of Kodak. For the one-year period from the date of this Agreement, you shall not, and shall cause your affiliates not to, without the prior consent of Kodak, either directly or indirectly solicit or entice away or cause to be solicited or enticed away any employee of Kodak who has first come into contact with you or your Representatives in connection with a Transaction or has otherwise been identified to you in connection with your review of the Evaluation Material; provided, that nothing herein shall restrict or preclude the solicitation or employment of any such person (A) resulting from generalized searches for employees by use of bona fide public advertisements in the media (including trade media), (B) resulting from ordinary course hiring practices (including any recruitment efforts conducted by any recruitment agency) that are not targeted specifically at employees engaged in connection with the Patents, or other employees of Kodak associated with the Transaction or (C) using executive search firms to conduct searches for employees by use of methods that are not targeted specifically at such employees.

15. Within 15 days after receipt of the written request of Kodak, issued for whatever reason, you will deliver or cause to be delivered to Kodak all Evaluation Material, and all copies thereof furnished to you or your Representatives by or on behalf of Kodak and neither you nor your Representatives shall retain any copies, extracts or other reproductions in whole or in part of such material. In such event, all other documents or other matter constituting Evaluation Material prepared by you or your Representatives will be destroyed, and you will certify such destruction to Kodak by an officer or authorized executive. Notwithstanding the foregoing, neither you nor any of your Representatives shall be required to alter, modify, delete or destroy back-up tapes or other electronic media made in the ordinary course of business to the extent any Evaluation Material cannot be expunged without considerable effort and each may retain one copy of the Evaluation Material in the office of its general counsel solely for record-keeping purposes, provided further, however, that your or their obligations hereunder to maintain the confidentiality of Evaluation Material and to use such Material solely for uses permitted hereunder, shall continue in full force and effect for as long as you or they retain in your or their possession any such Evaluation Material.

16. Neither Kodak nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material or

any other information provided to you or your Representatives by Kodak or its Representatives in connection with matters contemplated hereby or with respect to non-infringement of any patent or other rights of third parties. Only those representations and warranties that may be made in a definitive written agreement for a Transaction, when, as and if executed and subject to such limitations and restrictions as may be specified therein, shall have any legal effect, and you agree that if you determine to engage in a Transaction, such determination will be based solely on the terms of such definitive written agreement and on your own investigation, analysis and assessment of the Transaction. Except as provided in any such definitive written agreement, neither Kodak nor any of its Representatives shall have any liability to you or your affiliates or Representatives, resulting from the use of, or reliance on, the Evaluation Material or other information provided to you or your Representatives. Unless and until such a definitive written agreement is entered into, none of Kodak or its Representatives, or you or your Representatives, by virtue of this Agreement or any other written or oral expression, will be under any legal obligation of any kind whatsoever with respect to such a Transaction except for the matters specifically agreed to in this Agreement. Without limiting the generality of the foregoing, you specifically acknowledge that, unless and until such a definitive written agreement is entered into, Kodak may conduct and change the process with respect to any possible Transaction as Kodak, in its sole discretion, shall determine, including, without limitation, at any time terminating access to the Evaluation Material by you and your Representatives, rejecting any and all offers without stating reasons, negotiating with one or more other parties and entering into a definitive agreement for a Transaction without prior notice to you or any other person.

17. As used in this Agreement:

(i) the term “person” shall be broadly interpreted to include, without limitation, any individual, corporation, company, association, group, partnership, joint venture, governmental entity, trust or other unincorporated organization or entity;

(ii) a person is deemed to be an affiliate of another person if one is a subsidiary of the other, or if both are subsidiaries of the same person, or if each of them is controlled by the same person, or if the person is otherwise an affiliate of the other person as such term is defined under the 1934 Act;

(iii) a person is deemed to be a subsidiary of another person if it is controlled directly or indirectly by that person, and includes a subsidiary of that subsidiary; and

(iv) the term “control” means control in any manner that results in control in fact, whether directly through the ownership of securities or indirectly through a trust, an agreement or arrangement or otherwise.

18. This Agreement may be modified or amended only by a separate writing signed by Kodak and you expressly so modifying or amending this Agreement.

19. You agree that this Agreement shall inure to the benefit of any party that enters into a Transaction with Kodak relating to any of the Patents. This Agreement is not assignable by you other than by operation of law in the event you are acquired by any entity in circumstances in which you are not the surviving corporation. For the avoidance of doubt, nothing in this Agreement shall prohibit disclosure or assignment by Kodak of this Agreement to

such party that consummates a Transaction with Kodak relating to any of the Patents or any other assignee of any Patent.

20. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements or understandings that may exist between any of the parties hereto with respect to the subject matter hereof.

21. In the event of litigation regarding this Agreement, and without prejudice to the rights and remedies otherwise available, if a court of competent jurisdiction determines in a final, nonappealable order that this Agreement has been breached by you or by your Representatives, then you will reimburse Kodak for its reasonable costs and expenses (including, without limitation, reasonable legal fees) incurred in connection with this Agreement in such litigation. You acknowledge that money damages may be both incalculable and an insufficient remedy for any breach of this Agreement by you or any of your Representatives and that any such breach may cause Kodak and its respective affiliates irreparable harm. Accordingly, you also agree that in the event of any breach or threatened breach of this Agreement, Kodak, in addition to any other remedies at law or in equity it may have, shall be entitled to equitable relief, including injunctive relief and specific performance, without the requirement of posting a bond or other security, and you will not oppose the granting of such relief.

22. It is understood and agreed that no failure or delay by Kodak in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by law. In the case of any such invalidity or unenforceability, the parties hereto will attempt in good faith to substitute a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

24. Except as may be superseded by the terms of any definitive agreement for a Transaction or as otherwise specifically provided for herein, the obligations hereunder shall terminate upon the last to expire of the Patents, including any continuations thereof, except that (w) all obligations and rights to enforce such obligations hereunder related to confidentiality and use of the Evaluation Material described in the last sentence of paragraph 15 shall continue in effect for the period described therein, (x) all obligations and rights to enforce such obligations hereunder related to confidentiality of the terms of license or other agreements, if any, contained in or comprising a portion of the Evaluation Materials shall continue in effect in perpetuity, (y) all obligations and rights to enforce such obligations hereunder related to confidentiality of source code, trade secrets, and personally identifiable information, if any, contained in or comprising a portion of the Evaluation Materials shall continue in effect in perpetuity and (z) the obligations and rights to enforce such obligations of paragraph 4 shall continue in effect in perpetuity. In addition, the provisions set forth in paragraph 11 and paragraphs 16 through 28 shall continue in effect in perpetuity notwithstanding any expiration of this Agreement.

25. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the choice of law

provisions thereof. Each of you and Kodak hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of (i) the Bankruptcy Court, so long as the Bankruptcy Case remains open and (ii) after the Bankruptcy Case has closed, the United States District Court for the Southern District of New York and any U.S. federal appellate court therefrom (or, if the United States District Court for the Southern District of New York declines to or may not accept jurisdiction over a particular matter, any New York State court sitting in New York City) (collectively, the “Chosen Courts”) for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and each agrees not to commence any action, suit or proceeding relating thereto except in such courts), and each further agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth below shall be effective service of process for any action, suit or proceeding brought against it in any such court. Each of you and Kodak hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby, in the Chosen Courts, and each hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Furthermore, you acknowledge the jurisdiction of the Bankruptcy Court with respect to any dispute arising under or relating to this Agreement.

26. Any notices or consents to be given hereunder by any party to another party may be effected in writing by personal delivery, overnight courier, or facsimile. Notices to Kodak shall be provided to Eastman Kodak Company, Attn: General Counsel, 343 State Street, Rochester, New York 14650, with a copy to Mark G. Borden, Esq., Wilmer Cutler Pickering Hale and Dorr LLP, 60 State Street, Boston, Massachusetts 02109, and a copy to Andrew G. Dietderich, Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004. Notices to you shall be provided to [_____], with copies to [_____].

27. Except as expressly provided herein, this Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

28. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of a signature page to this Agreement.

[The remainder of this page has been intentionally left blank.]

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute a binding agreement between us with respect to the subject matter hereof.

Very truly yours,

EASTMAN KODAK COMPANY

By _____
Name:
Title:

Confirmed and agreed to as of the date first above written:

[INTERESTED PARTY]

By _____
Name:
Title:

[Signature Page to Confidentiality Agreement]

EASTMAN KODAK COMPANY · 343 State Street · ROCHESTER, NEW YORK 14650

EXHIBIT A

The undersigned acknowledges that he/she (i) is acting as outside legal counsel to [Interested Party], a party to that certain letter agreement dated _____, 2012 (such agreement, the "Confidentiality Agreement"), (ii) has read the Confidentiality Agreement, and (iii) agrees to be a Permitted Reviewer (as defined in the Confidentiality Agreement), and to treat Highly Sensitive Evaluation Material (as defined in the Confidentiality Agreement) in accordance with the terms of the Confidentiality Agreement. The undersigned acknowledges that Eastman Kodak Company is an intended beneficiary of the provisions of this undertaking, and shall have the rights to enforce directly the obligations of the undersigned under the Confidentiality Agreement.

By: _____ of the law firm _____.

Dated: _____

EXHIBIT B

List of Permitted Reviewers

Permitted Reviewers, as defined above, consist of the following individuals:

<u>Name</u>	<u>Organization</u>	<u>Title</u>	<u>Email</u>
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Appendix B

Bid Requirements

Unless the Debtors otherwise determine after consultation with the Reviewing Creditors, a bid will be considered only if the bid includes all of the following (the “Bid Requirements”):¹

- (a) a duly authorized and executed agreement to purchase (i) the DC Portfolio (excluding U.S. Patent No. 6,292,218 (the “**218 patent**”) and the assumption of all pending infringement actions premised on the ‘218 patent (“**the ‘218 Assets**”)), (ii) the DC Portfolio (including ‘218 Assets) and/or (iii) the KISS Portfolio, including the purchase price which shall be separately stated for each of the foregoing, together with all schedules, exhibits and annexes thereto, together with a version marked to show those amendments and modifications to the Form Agreement (a “**Marked Agreement**”) and the proposed Final Sale Order;
- (b) authorization for the Debtors to provide the Marked Agreement and proposed Final Sale Order for such bid to the Reviewing Creditors;
- (c) an agreement not to seek Bidder Confidential Information with respect to any other Potential Bidder or Qualified Bidder after the conclusion of the Bidding Process;
- (d) if the consideration is not entirely in the form of cash, the amount and terms of any non-cash consideration;
- (e) the identity of each entity that will be participating in connection with the bid and the terms of such participation, including, without limitation, the organizational and voting structure of any entity formed for the purpose of acquiring all or any portion of the Digital Imaging Patent Assets and any financing arrangements between the members of such entity;
- (f) information sufficient in the judgment of the Debtors, after consultation with the Reviewing Creditors, to demonstrate to the satisfaction of the Debtors that the Potential Bidder has the financial wherewithal to consummate the transaction contemplated by the Marked Agreement, or in the absence of such financial wherewithal, written evidence of a firm commitment for financing the consummation of the transaction contemplated by the Marked Agreement, or other evidence of ability to consummate the transaction contemplated by the Marked Agreement that is satisfactory to the Debtors after consultation with the Reviewing Creditors;
- (g) is not conditioned on any contingency other than those imposed by applicable law, including, without limitation, obtaining any of the following: (i) financing, (ii) equityholder approval or approval by the board of directors or equivalent governing body, and/or (iii) the outcome or completion of a due diligence review;
- (h) evidence of approval by the board of directors (or other appropriate governing body) of the Potential Bidder and, if applicable, its parent company, with respect to the submission of the bid and the execution and delivery of the Marked Agreement and the proposed Final Sale Order;

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures.

- (i) identifies with particularity each and every condition to closing;
- (j) is received on or before the Bid Deadline; and
- (k) includes a cash deposit of \$10 million to an escrow account designated by the Debtors (the “**Good Faith Deposit**”).