

Southern District of New York

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): <b>Kodak Americas, Ltd.</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):
Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>66-0216256</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): <b>343 State Street Rochester, New York</b>	Street Address of Joint Debtor (No. and Street, City, and State):
ZIP CODE <b>14650</b>	ZIP CODE
County of Residence or of the Principal Place of Business: <b>Monroe</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
ZIP CODE	ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

Type of Debtor (Form of Organization) (Check one box.)	Nature of Business (Check one box.)	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
<input type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	<input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Chapter 15 Debtors	Tax-Exempt Entity	Nature of Debts
Country of debtor's center of main interests:	(Check box, if applicable.)	(Check one box.)
Each country in which a foreign proceeding by, regarding, or against debtor is pending:	<input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.

Filing Fee (Check one box.)	Chapter 11 Debtors
<input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).  Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter).  Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information	THIS SPACE IS FOR COURT USE ONLY
<input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	
Estimated Number of Creditors on a Consolidated Basis <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input checked="" type="checkbox"/> Over 100,000	
Estimated Assets <input type="checkbox"/> \$0 to 0,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input checked="" type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$1 million to _____	



121020212011800000000006

**Voluntary Petition**  
 (This page must be completed and filed in every case.)

Name of Debtor(s):  
 Kodak Americas, Ltd.

**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet.)

Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor** (If more than one, attach additional sheet.)

Name of Debtor: See Rider 1	Case Number:	Date Filed:
District:	Relationship:	Judge:

**Exhibit A**  
 (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

Exhibit A is attached and made a part of this petition.

**Exhibit B**  
 (To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X \_\_\_\_\_  
 Signature of Attorney for Debtor(s) (Date)

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No. The Debtor has attached Exhibit C to show additional comments.

**Exhibit D**  
 (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
 (Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**  
 (Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

( \_\_\_\_\_  
 Name of landlord that obtained judgment)

( \_\_\_\_\_  
 Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

B1 (Official Form 1) (12/11)

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<p><b>Voluntary Petition</b> <i>(This page must be completed and filed in every case.)</i></p>	<p>Name of Debtor(s): Kodak Americas, Ltd.</p>
<b>Signatures</b>	
<p style="text-align: center;"><b>Signature(s) of Debtor(s) (Individual/Joins)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;"><b>Signature of a Foreign Representative</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p>X _____ Signature of Attorney*</p> <p>Signature of Attorney for Debtor(s) <b>Andrew G. Dietderich</b> Printed Name of Attorney for Debtor(s) <b>Sullivan &amp; Cromwell LLP</b> Firm Name <b>125 Broad Street</b> <b>New York, New York 10004-2498</b> Address <b>(212) 558-4000</b> Telephone Number _____ Date</p> <p>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</p>	<p style="text-align: center;"><b>Signature of Non-Attorney Bankruptcy Petition Preparer</b></p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
<p style="text-align: center;"><b>Signature of Debtor (Corporation/Partnership)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual <b>Patrick M. Sheller</b> Printed Name of Authorized Individual <b>Secretary</b> Title of Authorized Individual <b>1/19/12</b> Date</p>	

**Exhibit C to Kodak Americas, Ltd. Petition**

1. Identify and briefly describe all real or personal property owned by or in possession of the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent (attach additional sheets if necessary):

The Debtor is not aware of any sites that it owns or operates that pose or are alleged to pose a threat of imminent and identifiable harm as the term is used in this form. The Debtor owns or possesses a number of properties that are the subject of investigation, remediation or post-remediation monitoring; it is believed these activities are being conducted in material compliance with all applicable environmental laws and Debtor is not aware of imminent and identifiable harm to public health and safety at any of these properties.

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

A list of properties owned or operated by the Debtor which are currently the subject of investigation or remediation pursuant to environmental laws is attached.

**Attachment to Exhibit C - Property List**

1. Kodak Warehouse Carolina, Puerto Rico, 246 Camp Rico Avenue Urb, Carolina, PR

**Rider 1**

**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the entities listed below (collectively, the “**Debtors**”) filed a petition in this court for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the case number assigned to the chapter 11 case of Eastman Kodak Company.

1. Kodak Realty, Inc.
2. Eastman Kodak Company
3. Creo Manufacturing America LLC
4. Eastman Kodak International Capital Company, Inc.
5. Far East Development Ltd.
6. FPC Inc.
7. Kodak (Near East), Inc.
8. Kodak Americas, Ltd.
9. Kodak Aviation Leasing LLC
10. Kodak Imaging Network, Inc.
11. Kodak Philippines, Ltd.
12. Kodak Portuguesa Limited
13. Laser-Pacific Media Corporation
14. NPEC Inc.
15. Pakon, Inc.
16. Qualex Inc.

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

In re:	)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 12-_____ (_____)
Debtors.	)	(Joint Administration Requested)
	)	
	)	

**CONSOLIDATED LIST OF CREDITORS  
HOLDING 50 LARGEST UNSECURED CLAIMS**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The following is the consolidated list of the Debtors’ creditors holding the 50 largest noncontingent unsecured claims (the “Consolidated List”) based on the Debtors’ books and records as of approximately January 9, 2012. The Consolidated List is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in these chapter 11 cases. The Consolidated List does not include (a) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101(31) or (b) secured creditors. None of these creditors are minor children. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated or disputed, does not constitute a waiver of the Debtors’ right to contest the validity, priority or amount of any claim.

<sup>1</sup> 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.

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
The Bank of New York Mellon as Indenture Trustee	The Bank of New York Mellon, as Indenture Trustee ATTN:: Corporate Trust Administration 101 Barclay Street, 8W New York, NY 10286 Tel: (212) 815-4779 Fax: (732) 667-9185	Unsecured Notes (2017 Sr. Unsecured Convertibles - 7.00%)		406,066,667
The Bank of New York Mellon as Indenture Trustee	The Bank of New York Mellon as Indenture Trustee ATTN: Corporate Trust Administration 101 Barclay Street, 8W New York, NY 10286 Tel: (212) 815-4779 Fax: (732) 667-9185	Unsecured Notes (2013 Sr. Unsecured Notes - 7.25%)		252,416,667
AOF IMAGING TECHNOLOGY (USA) INC.	AOF IMAGING TECHNOLOGY (USA) INC. ATTN: Albert Lin - VP 2/F., Continental Electric Building, No. 17 Wang Chiu Road Kowloon Bay, Kowloon Hong Kong Tel: 86-769-85535435 ext 6143 Fax: 86-769-85534957 Email: albertlin@sintai.com	Trade Debt		31,187,577
ATLC, Ltd.	ATLC, Ltd. ATTN: Ed Andre 100 Rialto Place, Suite 950 Melbourne, FL 32901 Tel: (321) 725-9605 Fax: (321) 725-1527  ----- Rumberger, Kirk & Caldwell, P.A. ATTN: David C. Willis, Esquire 300 S. Orange Ave., Suite 1400 (32801) P.O. Box 1873 Tel: (407) 839-2186 Fax: (407) 835-2086	Settlement Agreement and Release		26,400,000



NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
CAL-COMP OPTICAL ELECTRONICS	CAL-COMP OPTICAL ELECTRONICS ATTN: Nova Chen - Director CP2 Div., Computer Peripherals BU 147, Section 3, Beishen Rd. Shenkeng Shiang, Taipei Taiwan 222, R.O.C. Tel: 886-2-7705-8001 ext 27410 (w) Email: hsumin@kinpogroup.com	Trade Debt		23,687,280
ALTEK CORPORATION	ALTEK CORPORATION ATTN: Jason Lin - VP 3F, No. 10, Li-Hsin Road Science-Based Industrial Park, Hsinchu Taiwan Tel: 886-3-578-4567 ext 1102 (Hsinchu) 886-2-875-6620 ext 3606 (Taipei) Email: JasonLin@altek.com.tw	Trade Debt		22,008,354
Sun Chemical Corporation	WEESP UNLIMITED ATTN: G.R. E. Jurgens, Managing Director Glenside Works, Mil Lane, palmerston, Dublin 20, Ireland Tel: 353 01 6206868 Fax: 353 01 6262573	Term Note		20,000,000
SONY STUDIOS	SONY STUDIOS ATTN: Stefan Litt 10202 W. Washington Blvd Culver City, CA 90232 Tel: (310) 244-6268 Email: stefan_litt@spe.sony.com	Trade Debt	Contingent	16,666,667

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
WARNER BROTHERS	WARNER BROTHERS ATTN: Darcy Antonellis 4000 Warner Blvd Burbank, CA 91522 Tel: (818) 977-4016 darcy.antonellis@warnerbros.com	Trade Debt	Contingent	14,175,000
XPEDX	XPEDX ATTN: Steve Bowden 6285 Tri Ridge Blvd. Loveland, Ohio 45140 Tel: (513) 965-2918 Email: steve.bowden@ipaper.com	Trade Debt		12,949,939
Nokia Corporation	Nokia Corporation ATTN: Vice President Intellectual Property Rights P.O. Box 226 FIN-00045 Nokia Group Finland Tel: 358-7180-08000 Email: iproyaltyreporting@nokia.com	Amended and Restated Sensor Agreement		12,000,000
PRIMAX ELECTRONICS LIMITED	PRIMAX ELECTRONICS LIMITED ATTN: Jack Pan - President No. 669, Ruey Kuang Road Neihu Taipei, Taipei Taiwan, R.O.C. Tel: 886-2-2798-9008 Fax: 886-2-8797-7730	Trade Debt		11,585,196

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
WALMART	WALMART ATTN: Kevin Oconnor 702 SW 8th Street Bentonville, Arkansas 72716 Tel: (479) 273-6281 Email: kevin.oconnor@wal-mart.com	Trade Debt		11,421,973
The Bank of New York Mellon as Indenture Trustee	The Bank of New York Mellon as Indenture Trustee ATTN: Corporate Trust Administration 101 Barclay Street, 8W New York, NY 10286 Tel: (212) 815-4779 Fax: (732) 667-9185	Unsecured Notes (2021 Sr. Unsecured Notes - 9.20%)		10,220,209
NBC Universal Inc. (UNIVERSAL STUDIOS & UNIVERSAL - FEATURES)	NBC Universal Inc. ATTN: Marcia Haynes 100 Universal City Plaza Universal City, CA 91608 Tel: (818) 777-3741 Email: marcia.haynes@nbcuni.com	Trade Debt	Contingent	9,275,570
TARGET	TARGET ATTN: Nik Nayar 1000 Nicollet Mall Minneapolis, MN 55403 Tel: (612) 696-8234 Email: nikhil.nayar@target.com	Trade Debt		9,009,509
BEST BUY	BEST BUY ATTN: Lisa Farrell 7601 Penn Ave South Richfield, MN 55423-3645 Tel: (612) 291-5608 Email: lisa.farrell@bestbuy.com	Trade Debt		8,397,115

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
PARAMOUNT STUDIOS	PARAMOUNT STUDIOS ATTN: Mark Christiansen 5555 Melrose Ave Los Angeles, CA 90038 Tel: (323) 956-7722 Email: mark_christiansen@paramount.com	Trade Debt	Contingent	6,750,000
SANYO ELECTRIC CO., LTD.	SANYO ELECTRIC CO., LTD. ATTN: Satoru Hotta - VP 5-5, Keihan-hondori 2-chome Moriguchi City, Osaka 570-8677 Japan Tel: 81-6-6994-1045 Email: Ryusuke.Date@sanyo.com	Trade Debt		4,994,354
OFFICE MAX	OFFICE MAX ATTN: Igor Anshakov 263 Shuman Blvd. Naperville, IL 60563 Tel: (630) 864-6423 Email: igoranshakov@officemax.com	Trade Debt		4,658,704
PREFERRED CARE INC	PREFERRED CARE INC ATTN: Lisa Brubaker - Exec. VP 220 Alexander St Rochester, NY 14607 Tel: (585) 258-8674 Email: lbrubaker@myphealthcare.com	Employee Benefits		4,350,643
DISNEY STUDIOS	DISNEY STUDIOS ATTN: Jeff Miller 500 S Buena Vista Burbank, CA 91521 Tel: (818) 560-3050 Email: jeff.miller@disney.com	Trade Debt	Contingent	4,162,500

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
FELIX SCHOELLER HOLDING GMBH & CO. KG	FELIX SCHOELLER HOLDING GMBH & CO. KG ATTN: Guido Hofmeyer, Sr VP PO Box 3667 D-49026 Osnabruck, Lower Saxony Germany Tel: (05 41) 38 00-0 Fax: (05 41) 38 00-425 Email: ghofmeyer@felix-Schoeller.com	Trade Debt		4,105,358
NANJING WANLIDA TECHNOLOGY CO LTD	NANJING WANLIDA TECHNOLOGY CO LTD ATTN: Jason Zeng - VP No. 618, Jiahe Road Xiamen, Fujian China 361006 Tel: 86-592-5700999 (8354) Email: jason@Malata.com	Trade Debt		3,663,550
FLEXTRONICS INTERNATIONAL LTD.	FLEXTRONICS INTERNATIONAL LTD. ATTN: EC Sykes -President Industrial 1007 Gibraltar Drive, Building # 7 Milipitas, CA 95035 Tel: (408) 576-5060 Email: ec.sykes@flextronics.com	Trade Debt		3,478,974
STAPLES	STAPLES ATTN: Mark Mettler 500 Staples Drive Framingham, MA 01702 Tel: (508) 253-5000 Fax: Email: mark.mettler@staples.com	Trade Debt		3,182,384
CVS	CVS ATTN: Jim Shiels 1 CVS Drive Woonsocket, RI 02895 Tel: (401) 770-2400 Email: jashiel@cvscaremark.com	Trade Debt		3,168,410

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
WYNIT	WYNIT ATTN: Pete Richichi 5801 East Taft Rd North Syracuse, New York 13212 Tel: (315) 437-1086 Email: prichichi@wynit.com	Trade Debt		3,126,229
The Bank of New York Mellon as Indenture Trustee	The Bank of New York Mellon as Indenture Trustee ATTN: Corporate Trust Administration 101 Barclay Street, 8W New York, NY 10286 Tel: (212) 815-4779 Fax: (732) 667-9185	Unsecured Notes (2018 Sr. Unsecured Notes - 9.95%)		3,104,000
AMAZON.COM	AMAZON.COM ATTN: Heather Cartwright 701 5th Ave Seattle, Washington 98104 Tel: (206) 683-7447 Email: heacart@amazon.com	Trade Debt		3,027,401
OFFICE DEPOT	OFFICE DEPOT ATTN: Randy Wick 6600 North Military Trail Boca Raton, FL 33496 Tel: (561) 438-4800 Email: randy.wick@officedepot.com	Trade Debt		2,899,193
ALCOA, INC.	ALCOA, INC. ATTN: Jennifer Fredieu - Account Manager 2300 North Wright Road Alcoa, TN 37701-3141 Tel: (865) 977-2386 Email: Jennifer.Fredieu@alcoa.com	Trade Debt		2,817,978

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
RYDER SYSTEM, INC.	RYDER SYSTEM, INC. ATTN: Steve Sensing VP-General Manager 1000 Corporate Centre Drive, Suite 350 Franklin, TN 37067 Tel: (615) 771-4039 x208 Fax: (615) 771-9914 Email: ssensing@ryder.com	Trade Debt		2,711,174
SAMS WHOLESALE CLUB	SAMS WHOLESALE CLUB ATTN: Joe Hartsig 2101 Simple Savings Drive Bentonville, Arkansas 72716 Tel: (479) 273-4000 Email: joe.hartsig@samsclub.com	Trade Debt		2,709,212
ADECCO S.A.	ADECCO S.A.ATTN: Deborah J. Cave-Harnden National Account Manager 1330 Lexington Ave Rochester, NY 14606 Tel: (585) 546-1660 Fax: (585) 262-3266 Email: deborah.cave@adeconna.com	Trade Debt		2,484,451
GE RICHARDS GRAPHIC SUPPLIES CO INC	GE RICHARDS GRAPHIC SUPPLIES CO INC ATTN: Jeff Wagner 928 Links Avenue (PO Box 339) Landisville, PA 17538 Tel: (717) 940-2384 Email: jwagner@gerichards.com	Trade Debt		2,345,011
DEUTSCH INC	DEUTSCH INC ATTN: Erica Grau - EVP, Dir. Of Client and Agency Operations 111 8th Ave. NY, NY 10011 Tel: (212) 981-8091 Fax: (212) 981-7525 Email: erica.grau@deutschinc.com	Trade Debt		2,295,056

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.	MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD. ATTN: Rick Martin 1-1 Matsushita-cho Moriguchi City, Osaka 570-8511 Japan Tel: (704) 992-1657 Email: rick.martin@us.panasonic.com	Trade Debt		2,274,068
JOHNSON CONTROLS, INC.	JOHNSON CONTROLS, INC. ATTN: Tom Bourke, VP and GM 507 E Michigan St, PO Box 423 Milwaukee, WI 53201-0423 Tel: (810) 714-0445 Email: thomas.f.bourke@jci.com	Trade Debt		2,247,999
TORAY INDUSTRIES, INC.	TORAY INDUSTRIES, INC. ATTN: Richard R. Schloesser - CEO 50 Belver Avenue North Kingstown, RI 02852-7500 Tel: (401) 294-4511 ext 2203 Email: rick.schloesser@toraytpa.com	Trade Debt		1,924,227
SANMINA-SCI CORPORATION	SANMINA-SCI CORPORATION ATTN: Tom Clawson - President Industrial 2700 North First Street San Jose, CA 95134 Tel: (408) 964-3298 Email: tom.clawson@sanmina-sci.com	Trade Debt		1,912,926
COLLINS INK CORP.	COLLINS INK CORP. ATTN: Lawerance Gamblin-Owner 1201 Edison Drive Cincinnati, OH 45216 Tel: (513) 948-9000 Email: lgamblin@collinsink.com	Trade Debt		1,889,468



NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
INTERNATIONAL BUSINESS MACHINES CO	INTERNATIONAL BUSINESS MACHINES CO ATTN: Anthony Martinez - GM Managed Business Process Services 3301 Carrack Court Raleigh, NC 27613 Tel: (914) 766-4810 Email: tmart@us.ibm.com	Trade Debt		1,874,781
CHAMPION PHOTOCHEMISTRY INTERNATIO	CHAMPION PHOTOCHEMISTRY INTERNATIO ATTN: R. Fraser Mason - CEO PO Box 44105 RPO Wexford Plaza Brampton, ON L6Z 4V7, Canada Tel: (905) 670-7900 Fax: (905) 670-2581 Email: fraser@championphotochemistry.com	Trade Debt		1,746,376
OPTIMATION TECHNOLOGY INC	OPTIMATION TECHNOLOGY INC ATTN: Bill Pollock, President and CEO 50 High Tech Drive Rush, NY 14543 Tel: (585) 321-2300 Fax: (585) 321-2700 Email: bill.pollock@optimation.us	Trade Debt		1,736,932
MOSAIC SALES SOLUTIONS	MOSAIC SALES SOLUTIONS ATTN: Angie Damron-Beene Senior Director, Client Services 6051 N State Hwy 161 Irving, TX 75038-2236 Tel: (972) 870-4824 (direct) Fax: (972) 870-4845 Email: aidan.tracey@mosaic.com	Trade Debt		1,663,980
CRANEL INCORPORATED	CRANEL INCORPORATED ATTN: Craig Wallace 8999 Gemini Pkwy Columbus, Ohio 43240-2010 Tel: (614) 431-8000 Email: cwallace@cranel.com	Trade Debt		1,645,643

NAME OF CREDITOR AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	DOLLAR AMOUNT OF CLAIM (if secured also state value of security)
WIPRO LIMITED	WIPRO LIMITED ATTN: NS Bala - Senior VP 425 National Ave # 200 Mountain View, CA 94043 Tel: (650) 316-3522 Fax: (650) 316-3467 Email: nsbala@wipro.com	Trade Debt		1,640,773
State of California Franchise Tax Board	State of California Franchise Tax Board ATTN: Ms. Mary Genoese 1212 Avenue of the Americas – 4th Floor New York, NY 10036-1601 Tel: (718) 687-0145 (cell) Fax: (212) 575-1524 Email: mary.genoese@ftb.ca.gov	Tax Claim	Contingent, Unliquidated, and Disputed	Unknown, but estimated at over \$1,640,772
New York State Department of Taxation and Finance, Buffalo District Office	New York State Department of Taxation and Finance, Buffalo District Office ATTN: Mr. David Agnew 77 Broadway, Suite 112 Buffalo, NY 14203-1670 Tel: (716) 855-5843 Email: david.agnew@tax.ny.gov	Tax Claim	Contingent, Unliquidated, and Disputed	Unknown, but estimated at over \$1,640,772

**DECLARATION UNDER PENALTY OF PERJURY:**

I, the undersigned authorized officer of Eastman Kodak Company, on behalf of the Debtors, declare under penalty of perjury that I have read the foregoing Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that the list is true and correct to the best of my information and belief.

Dated: January 18, 2012

  
By: Patrick M. Sheller  
Title: Corporate Secretary

**WRITTEN CONSENT OF  
THE SOLE DIRECTOR OF  
KODAK AMERICAS, LTD.**

THE UNDERSIGNED being the sole director of Kodak Americas, Ltd. (the "**Company**"), a New York corporation, hereby consents that the actions recited herein shall be deemed the actions of the Board of Directors of the Company with the same effect as if taken at a duly noticed and called meeting of the Board of Directors, and directs that this writing be filed with the minutes of proceedings of that Board--all pursuant to the provisions of Section 708(b) of the Business Corporation Law of the State of New York:

WHEREAS, each member of the Board of Directors of the Company has waived any and all notice requirements in connection with the resolutions adopted herein, and has specifically waived notice of the special meeting at which the resolutions herein were adopted.

**I. VOLUNTARY PETITION**

WHEREAS, the Board of Directors has reviewed and considered the financial and operational condition of the Company and the Company's business on the date hereof, including the historical performance of the Company, the assets of the Company, the current and long-term liabilities of the Company, the market for the Company's products and services, and credit market conditions; and

WHEREAS, the Board of Directors has received, reviewed and considered the recommendations of the senior management of the Company and the Company's legal, financial and other advisors as to the relative risks and benefits of pursuing a bankruptcy proceeding under the provisions of Title 11 of the United States Code.

NOW, THEREFORE, BE IT RESOLVED that, in the judgment of the Board of Directors, it is desirable and in the best interests of the Company, its creditors and stockholders, that a voluntary petition (the "**Petition**") be filed by the Company under the provisions of Chapter 11 of Title 11 of the United States Code; and it is further

RESOLVED, that the Company shall be, and it hereby is, directed and authorized to execute and file on behalf of the Company all petitions, schedules, lists and other papers or documents, and to take any and all action which they deem reasonable, advisable, expedient, convenient, necessary or proper to obtain such relief; and it is further

RESOLVED, that Patrick M. Sheller, William G. Love and any officer of the Company designated by Patrick M. Sheller, William G. Love or designated by such officer (collectively, the "**Designated Persons**"), be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company (i) to execute and verify the Petition as well as all other ancillary documents and to cause the Petition to be filed with the United States Bankruptcy Court for the Southern District of

New York commencing a case (the “**Bankruptcy Case**”) and to make or cause to be made prior to the execution thereof any modifications to the Petition or ancillary documents, and (ii) to execute, verify and file or cause to be filed all petitions, schedules, lists, motions, applications and other papers or documents necessary or desirable in connection with the foregoing; and it is further

RESOLVED, that the law firm of Sullivan & Cromwell LLP (“**S&C**”) be, and hereby is, authorized and empowered to represent the Company as its general bankruptcy counsel to represent and assist the Company in carrying out its duties under Title 11 of the United States Code, and to take any and all actions to advance the Company’s rights, including the preparation of pleadings and filings in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of S&C; and it is further

RESOLVED, that the consulting firm of FTI Consulting, Inc. (“**FTI**”) be and hereby is engaged to provide financial and restructuring advisory services to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of FTI; and it is further

RESOLVED, that the consulting the firm of Lazard Freres & Co. LLC (“**Lazard**”) be and hereby is engaged as investment banker and financial advisor to the Company in the Bankruptcy Case; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Lazard; and it is further

RESOLVED, that the law firm of Young Conaway Stargatt & Taylor, LLP (“**Young Conaway**”) be, and hereby is, authorized and empowered to represent the Company, as bankruptcy co-counsel to represent and assist the Company in carrying out its duties under Title 11 of the United States Code and as special conflicts counsel; and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of Young Conaway; and it is further

RESOLVED, that Kurtzman Carson Consultants LLC (“**KCC**”) be, and hereby is, authorized and empowered to serve as the notice, claims, solicitation and balloting agent in connection with the Bankruptcy Case; and in connection therewith, the Designated Persons be

and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers, if required, prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of KCC; and it is further

RESOLVED, that the Designated Persons be, and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to employ any other individual and/or firm as professionals or consultants or financial advisors to the Company as are deemed necessary to represent and assist the Company in carrying out its duties under Title 11 of the United States Code, and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case, and to cause to be filed an appropriate application for authority to retain the services of such firms; and it is further

RESOLVED, that the Designated Persons be, and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company to obtain post-petition financing according to terms negotiated, or to be negotiated, by the management of the Company, including under debtor-in-possession credit facilities or relating to the use of cash collateral; and to enter into any guarantees and to pledge and grant liens on its assets as may be contemplated by or required under the terms of such post-petition financing or cash collateral agreements; and in connection therewith, to the extent authorized by the Board of Directors, the officers of the Company are hereby authorized and directed to execute appropriate loan agreements, cash collateral agreements and related ancillary documents; and it is further

RESOLVED, that the Designated Persons be, and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to secure the payment and performance of any post-petition financing by (i) pledging or granting liens and mortgages on, or security interest in, all or any portion of the Company's assets, including all or any portion of the issued and outstanding capital stock, partnership interests, or membership interests of any subsidiaries of the Company, whether now owned or hereafter acquired, and (ii) entering into or causing to be entered into such security agreements, pledge agreements, control agreements, intercreditor agreements, mortgages, deeds of trust and other agreements as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution in such form, covering such collateral and having such other terms and conditions as are approved or deemed necessary, appropriate or desirable by the officer executing the same, the execution thereof by such officer to be conclusive evidence of such approval or determination.

## II. CREDIT AGREEMENT

WHEREAS, the Eastman Kodak Company ("**Kodak**") is considering entering into a Debtor-In-Possession Credit Agreement (the "**Credit Agreement**"), by and among Kodak and Kodak Canada Inc. ("**Kodak Canada**") (collectively, the "**Borrowers**"), certain subsidiaries

of Kodak and Kodak Canada, including the Company, as guarantors (the “**Guarantors**”), the lenders from time to time party thereto (collectively, the “**Lenders**”), Citigroup Global Capital Markets Inc., as sole lead arranger and bookrunner, and Citicorp North America, Inc., as administrative agent and collateral agent (in such capacities, the “**Collateral Agent**” and the “**Administrative Agent**,” respectively), and as syndication agent (in such capacity, the “**Syndication Agent**,” and, in its capacity as Collateral Agent, Administrative Agent or Syndication Agent, as the context may require, the “**Agent**”); and

WHEREAS, Kodak proposes that the Lenders extend credit consisting of (a) an up to \$300,000,000 senior secured superpriority asset-based revolving credit facility and (b) an up to \$700,000,000 senior secured superpriority term loan facility (collectively, the “**Loans**”). The proceeds of the Loans shall be used to refinance existing indebtedness of Kodak (only with respect to the revolving credit facility), to pay fees and expenses in connection with the transactions contemplated by the Credit Agreement and the documents related thereto and to fund working capital and provide for general corporate purposes of Kodak and its subsidiaries; and

WHEREAS, the Loans will be secured by a security interest in substantially all of the assets of the Company; and

WHEREAS, it is a requirement under the Credit Agreement that Kodak cause the Guarantors, including the Company, to provide guarantees of the obligations under the Credit Agreement and documents related thereto and to pledge substantially all of the assets of such Guarantors to secure such guarantees; and

WHEREAS, the Company will derive substantial direct and indirect benefits from the extension of credit under the Credit Agreement; and

WHEREAS, in the judgment of the Board of Directors, it is desirable and in the best interests of the Company, its creditors and stockholders, that the Company (a) enter into the Credit Agreement as a Guarantor, and, in that capacity exercise all rights and perform all obligations provided for thereunder, (b) enter into a Security Agreement (the “**Security Agreement**”) and other collateral documents required under the Credit Agreement and perform all obligations provided thereunder for purposes of granting security interests and liens on substantially all the assets of the Company in connection with the Loan Documents defined below, (c) enter into copyright, patent and/or trademark security agreements, as applicable (the “**Intellectual Property Security Agreements**”) for intellectual property registered to the Company, (d) enter into the Intercreditor Agreement (the “**Intercreditor Agreement**”), by and among Kodak, the grantors party thereto, including the Company, and the Agent, (e) enter into any and all documents, agreements, notes, instruments, certificates and notices in connection with the Credit Agreement as are advisable or required in accordance with the Credit Agreement (together with the Credit Agreement, the Security Agreement, the Intellectual Property Security Agreements and the Intercreditor Agreement, collectively, the “**Loan Documents**”) and exercise the rights, and perform the obligations as shall be set forth therein.

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interests of the Company, its creditors and stockholders, and necessary to carry out the business and affairs of the Company, for the Company to enter into the Credit Agreement, to guarantee the obligations under the Credit Agreement and to grant a security interest in substantially all of the Company's assets to secure such guarantee; and it is further

RESOLVED, that the guaranty of the indebtedness of Kodak and Kodak Canada Inc. to be evidenced by the Credit Agreement and the other Loan Documents be, and hereby is, authorized and approved in all respects; and it is further

RESOLVED, that, as collateral security for its obligations arising under, out of or in connection with the Credit Agreement and the other Loan Documents, the Company be, and it hereby is, authorized to (i) grant to the Collateral Agent for the ratable benefit of the Agents and the Lenders a security interest in the Collateral (as defined in the Credit Agreement), whether now owned or existing or hereafter acquired pursuant to the terms and conditions set forth in the Credit Agreement and the other Loan Documents, and (ii) execute and deliver to the Collateral Agent any UCC financing statements, instruments and other documents required or desirable in relation to the transactions contemplated by the Credit Agreement or any other related document; and it is further

RESOLVED, that the Credit Agreement, the Security Agreement, and the other Loan Documents to be executed and delivered by the Company are in all respects hereby approved, and the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute, deliver and perform the Loan Documents to which the Company is a party containing such terms as approved by the Designated Person executing the same, and such changes or amendments to the Loan Documents as any Designated Person shall, in such Designated Person's discretion, determine to be necessary or desirable, with all such approvals to be conclusively evidenced by the execution thereof by the Designated Person, and to perform all of the agreements and obligations of the Company under the Loan Documents and to consummate the transactions contemplated thereby, and that such Designated Persons be, and each of them individually hereby is, authorized to execute, deliver and perform such other agreements, documents, instruments, notes, certificates and notices, and to take such other actions as the Designated Person executing the same shall deem necessary or appropriate in connection with the Credit Agreement; including the granting of additional liens on real property or otherwise and the granting and perfection of pledges of equity interests in its subsidiaries in connection with the security interests granted therein; and it is further

RESOLVED, that the Company is hereby authorized to fully and unconditionally guarantee, on a senior secured basis, jointly and severally with other subsidiaries of Kodak, to the Lenders and to the Agents or any agent thereof, the full and prompt performance of each other Loan Party (as defined in the Credit Agreement)'s obligations under the Credit Agreement and any related documents, including without limitation payments of principal and interest, and the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute and deliver to the Agents such guarantees, continuing guarantees and endorsements, all in the



form and substance satisfactory to the Agents, as any such Agent may request, together with such other contracts or instruments as the Designated Person of the Company deem necessary or advisable to accomplish the purposes of this resolution or to continue the rights and remedies to be given to such Collateral Agent and the Lenders.

RESOLVED, that the Intercreditor Agreement referred to in the Credit Agreement and the transactions contemplated thereby are hereby ratified and confirmed to continue in full force and effect, and in connection therewith, the Designated Persons be and each of them, acting alone or in any combination, hereby is, authorized, directed and empowered, on behalf of and in the name of the Company, to execute, deliver and perform such other agreements and documents, and to take such other actions as they deem necessary or appropriate in connection with the Intercreditor Agreement.

### III. GENERAL AUTHORIZATIONS

RESOLVED, that the Designated Persons be, and each of them acting alone or in any combination is, hereby authorized, directed and empowered from time to time in the name and on behalf of the Company, to (a) take such further actions and execute and deliver or cause to be executed and delivered, where necessary or appropriate, file (or cause to be filed) with the appropriate governmental authorities all such other certificates, instruments, guaranties, notices and documents as may be required or as such officer may deem necessary, advisable or proper to carry out the intent and purpose of the foregoing resolutions, including the execution and delivery of any security agreements, pledges, financing statements and the like, and (b) perform the obligations of the Company under the Bankruptcy Code and the Loan Documents, with all such actions to be performed in such manner, and all such certificates, instruments, guaranties, notices and documents to be executed and delivered in such form, as the officer performing or executing the same shall approve, and the performance or execution thereof by such officer shall be conclusive evidence of the approval thereof by such officer and by the Company; and it is further

RESOLVED, that the Designated Persons be, and each of them acting alone is, hereby authorized, directed and empowered from time to time in the name and on behalf of the Company, to adopt resolutions and otherwise exercise the rights and powers of the Company as such Designated Person may deem necessary, appropriate or desirable; and that thereupon such resolutions shall be deemed adopted as and for the resolutions of each such subsidiary of the Company; and it is further

RESOLVED, that all of the acts and transactions relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such actions were taken prior to the execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of  
Sole Director as of this 18 day of January, 2012.



\_\_\_\_\_  
Name: Patrick M. Sheller  
Title: Director