

**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 ESTABLISHING PROCEDURES FOR THE
ASSERTION, RESOLUTION, ALLOWANCE AND SATISFACTION
OF UNPAID CLAIMS ASSERTED PURSUANT TO 11 U.S.C. § 503(b)(9)**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for an order establishing exclusive procedures for the assertion, resolution, allowance, and satisfaction of claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code (the “**503(b)(9) Claims**”); and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); 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 other parties in interest; and it appearing that proper and

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 All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.



adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The following Procedures (the “**Procedures**”), which Procedures are

hereby authorized and approved in their entirety, shall apply to all 503(b)(9) Claims:

- (a) Any Vendor asserting a 503(b)(9) Claim must prepare a proof of claim (a “**Proof of 503(b)(9) Claim**”) that sets forth (i) the value of the Goods the Vendor contends the Debtors received within 20 days before the Petition Date; (ii) documentation, including invoices, receipts, bills of lading, and the like, identifying the particular Goods for which the claim is being asserted; (iii) documentation regarding which Debtor the Goods were shipped to, the date the Goods were received by such Debtor, and the alleged value of such Goods; and (iv) a statement indicating (x) whether the value of such Goods listed in the Proof of 503(b)(9) Claim represents a combination of services and Goods, (y) the percentage of value related to services and related to Goods and (z) whether the Vendor has filed any other claim against any Debtor regarding the Goods underlying its Proof of 503(b)(9) Claim;
- (b) All Proofs of 503(b)(9) Claims must be delivered to Kurtzman Carson Consultants LLC, the claims and noticing agent retained in these chapter 11 cases, at Kodak Claim Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Ave, El Segundo, CA 90245, with a copy served on (i) the Debtors, Eastman Kodak Company, 343 State Street, Rochester, New York 14650, Attn: Sue Affolter and (ii) co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert F. Poppiti, Jr., Esq.; so as to be received no later than April 30, 2012 (the “**503(b)(9) Claim Filing Deadline**”). The Debtors shall provide copies of any 503(b)(9) Claims to (i) counsel to the Ad Hoc Committee of Second Lien Noteholders (the “**Second Lien Noteholder Committee**”), Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael S. Stamer, Esq. and David H. Botter, Esq.; and (ii) proposed counsel to the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”), Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Dennis F. Dunne, Esq. and Tyson M. Lomazow, Esq.;

- (c) The Debtors and the Creditors' Committee shall have 75 days (or such later date as may be approved by this Court) after the 503(b)(9) Claim Filing Deadline and after consultation with the Creditors' Committee to file with this Court and serve any objections (the "**Objections**") to timely filed 503(b)(9) Claims (the "**Objection Deadline**");
- (d) Vendors shall have until 30 days after the filing of the applicable Objection to file with this Court and serve on (i) the Debtors, Eastman Kodak Company, 343 State Street, Rochester, New York 14650, Attn: Sue Affolter; (ii) co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Robert F. Poppiti, Jr., Esq.; (iii) counsel to the Second Lien Noteholder Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael S. Stamer, Esq. and David H. Botter, Esq.; and (iv) proposed counsel to the Creditors' Committee, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Dennis F. Dunne, Esq. and Tyson M. Lomazow, Esq., any replies to such Objections;
- (e) All timely filed 503(b)(9) Claims will be deemed allowed unless objected to by the Debtors, the Second Lien Noteholder Committee or the Creditors' Committee on or before the Objection Deadline;
- (f) Notwithstanding and without limiting the foregoing, the Debtors are authorized, but not required, to negotiate, in consultation with the Creditors' Committee, with any Vendor and to seek an agreement resolving any Objection to such Vendor's 503(b)(9) Claim. The approval of such an agreement will be subject to (a) the Creditors' Committee's and the Second Lien Noteholder Committee's right to object on the grounds that such resolution is not in the range of reasonableness or (b) further order of this Court;
- (g) If the Debtors cannot reach agreement with a Vendor regarding a particular Objection to such Vendor's 503(b)(9) Claim, the Debtors will schedule the matter for a hearing;
- (h) To the extent a 503(b)(9) Claim is allowed, such 503(b)(9) Claim will be satisfied pursuant to and as set forth in such chapter 11 plan as shall be confirmed by this Court, or as otherwise ordered by this Court after notice and an opportunity for a hearing; *provided, however*, that the Debtors reserve the right to exercise any lawful right of setoff against any 503(b)(9) Claim;
- (i) Vendors shall be forever barred, without further order of this Court, from asserting a 503(b)(9) Claim after the expiration of the 503(b)(9) Claim Filing Deadline, but shall not be barred from asserting a related or unrelated general unsecured claim;

- (j) Notwithstanding the foregoing, to the extent the Debtors and a Vendor reconcile a Vendor's 503(b)(9) Claim without the need for the Debtors to file an Objection, the Debtors shall be authorized, but not directed, in their discretion, if the Debtors determine it is in the estates' best interests to do so, and subject to (a) the consent of the Creditors' Committee, which consent shall not be unreasonably withheld, or (b) further order of this Court, to enter into an agreement to resolve and pay such Vendor's 503(b)(9) Claim; and
- (k) Nothing in these Procedures shall affect the rights and remedies and/or defenses of the Debtors, the Creditors' Committee, claimants or any other party in interest with regard to avoidance actions, and nothing in these Procedures shall provide a Vendor a prima facie defense to any avoidance actions.

3. The notice substantially in the form attached hereto as Exhibit A (the "**503(b)(9) Claim Filing Deadline Notice**") is hereby approved, and the 503(b)(9) Claim Filing Deadline Notice shall be deemed adequate and sufficient notice of the 503(b)(9) Claim Filing Deadline, the foregoing Procedures, and the relief granted in this Order if served by first-class mail no later than three (3) business days after entry of this Order on: (a) the United States Trustee for the Southern District of New York; (b) the agent under the prepetition revolving credit facility; (c) U.S. Bank, National Association, as indenture trustee; (d) Wilmington Trust, as indenture trustee; (e) Akin Gump Strauss Hauer & Feld, LLP, counsel to the Second Lien Noteholder Committee; (f) Milbank, Tweed, Hadley & McCloy, proposed counsel to the Creditors' Committee; (g) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders; (h) all parties requesting notice in these chapter 11 cases pursuant to rule 2002 of the Federal Rules of Bankruptcy Procedure, as of the date of the entry of this Order; and (i) all parties known to the Debtors, as of the date of the entry of this Order, as having potential 503(b)(9) Claims against the Debtors.

4. The foregoing Procedures are the sole and exclusive method for the assertion, resolution, allowance and satisfaction of 503(b)(9) Claims against the Debtors.

5. The foregoing Procedures shall be effective as of the Petition Date.

6. All Vendors are prohibited from using any other means for the assertion, reconciliation, allowance, resolution, or satisfaction of their 503(b)(9) Claims, including, without limitation, the filing of a motion for allowance, or to compel payment, of any 503(b)(9) Claims.

7. To the extent a Vendor asserting a 503(b)(9) Claim has been paid pursuant to another order entered by this Court in these chapter 11 cases, the Procedures shall not apply and any such 503(b)(9) Claim asserted by such Vendor shall be deemed withdrawn without the need for any application to, or further order of, this Court.

8. To the extent that any inconsistency exists between this Order and the terms of the Debtors' postpetition secured debtor-in-possession financing (the "**DIP Financing**") or any Order of this Court approving such DIP Financing, the terms of such DIP Financing and the Order approving the same shall control.

9. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

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

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

Dated: February 16, 2012
New York, New York

/s/ Allan L. Gropper
Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT A

503(b)(9) Claim Filing Deadline Notice

Andrew G. Dietderich
John J. Jerome
Michael H. Torkin
Mark U. Schneiderman
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

Pauline K. Morgan
Joseph M. Barry
YOUNG CONAWAY STARGATT & TAYLOR,
LLP
1270 Avenue of the Americas
Suite 2210
New York, New York 10020
Telephone: (212) 332-8854
Facsimile: (212) 332-8855

Proposed Counsel to the Debtors and
Debtors in Possession

Proposed Counsel to the Debtors and Debtors
in Possession¹

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

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In re:)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , ²)	Case No. 12-10202 (ALG)
Debtors.)	(Jointly Administered)
)	Ref. Docket No. [•]
)	

**NOTICE OF ENTRY OF ORDER ESTABLISHING PROCEDURES FOR THE
ASSERTION, RESOLUTION, ALLOWANCE AND SATISFACTION
OF UNPAID CLAIMS ASSERTED PURSUANT TO 11 U.S.C. § 503(b)(9)**

PLEASE TAKE NOTICE that on January 19, 2012 (the “**Petition Date**”), Eastman Kodak Company and certain of its affiliated debtors and debtors in possession identified in footnote 2 herein (collectively, the “**Debtors**”) each filed a voluntary petition in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”).

PLEASE TAKE FURTHER NOTICE that on February [•], 2012, the Court entered that certain Order Establishing Procedures for the Assertion, Resolution, Allowance and Satisfaction of Unpaid Claims Asserted Pursuant to 11 U.S.C. § 503(b)(9) [Docket No. [•]] (the “**Order**”),³ thereby

¹ All parties in interest with inquiries regarding this Notice should direct such inquiries to Young Conaway Stargatt & Taylor, LLP.

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³ All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Order. To the extent any summary of or reference to the terms and conditions of the Order provided in this Notice conflicts with the actual terms and conditions of the Order, the actual terms and conditions of the Order shall control.

establishing exclusive procedures for the assertion, resolution, allowance, and satisfaction of claims asserted pursuant to section 503(b)(9) of the Bankruptcy Code (the “**503(b)(9) Claims**”) in these chapter 11 cases. Pursuant to the Order, any person or entity asserting a 503(b)(9) Claim must prepare a proof of claim (a “**Proof of 503(b)(9) Claim**”) that sets forth: (i) the value of the Goods the Vendor contends the Debtors received within 20 days before the Petition Date; (ii) documentation, including invoices, receipts, bills of lading, and the like, identifying the particular Goods for which the claim is being asserted; (iii) documentation regarding which Debtor the Goods were shipped to, the date the Goods were received by such Debtor, and the alleged value of such Goods; and (iv) a statement indicating (x) whether the value of such Goods listed in the Proof of 503(b)(9) Claim represents a combination of services and Goods, (y) the percentage of value related to services and related to Goods, and (z) whether the Vendor has filed any other claim against any Debtor regarding the Goods underlying its Proof of 503(b)(9) Claim.

PLEASE TAKE FURTHER NOTICE that all Proofs of 503(b)(9) Claims must be delivered to Kurtzman Carson Consultants LLC (“**KCC**”), the claims and noticing agent retained in these chapter 11 cases, at Kodak Claim Processing, c/o Kurtzman Carson Consultants, 2335 Alaska Ave, El Segundo, CA 90245, with a copy served on the Debtors, Eastman Kodak Company, 343 State Street, Rochester, New York 14650, Attn: Sue Affolter, **so as to be received no later than April 30, 2012.**

PLEASE TAKE FURTHER NOTICE that a copy of the Order can be viewed (a) for a fee on the Court’s website at ecf.nysb.uscourts.gov, and (b) free of charge on the website of KCC at www.kccllc.net/kodak.

Dated: February [•], 2012
New York, New York

/s/ Pauline K. Morgan

Pauline K. Morgan
Joseph M. Barry
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1270 Avenue of the Americas, Suite 2210
New York, New York 10020
Telephone: (212) 332-8854
Facsimile: (212) 332-8855

- and -

Andrew G. Dietderich
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Michael H. Torkin
Mark U. Schneiderman
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
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and Debtors in Possession