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

	)		Chapter 11
In re:	)		
	)	Case No. 12-10202 (ALG)	
EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup>	)		
	)	(Jointly Administered)	
Debtors.	)		
	)	Ref. No. 16	

**NOTICE OF FILING OF REDACTED FEE LETTER**

**PLEASE TAKE NOTICE** that, in connection with that Final Order (I)

Authorizing the Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 375], the above-captioned debtors and debtors in possession file the attached redacted version of the Fee Letter, dated

<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.



January 17, 2012, between Citigroup Global Markets Inc. and Eastman Kodak Company (the  
“**Fee Letter**”). The redacted Fee Letter is attached hereto as Exhibit 1.

Dated: March 6, 2012  
New York, New York

/s/ Andrew G. Dietderich

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– and –

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**EXHIBIT 1**

*Highly Confidential*

**CITIGROUP GLOBAL MARKETS INC.  
390 Greenwich Street  
New York, New York 10013**

January 17, 2012

Eastman Kodak Company  
343 State Street  
Rochester, NY 14650

Attention: William Love

**FEE LETTER**

Ladies and Gentlemen:

Reference is made to the Commitment Letter dated the date hereof (the “**Commitment Letter**”) between Eastman Kodak Company (the “**Company**”) and Citigroup Global Markets Inc. Terms used but not defined in this Fee Letter have the meanings assigned thereto in the Commitment Letter (including the attachments thereto).

As consideration for the commitment under the Commitment Letter and Citi’s agreement to provide the DIP Facilities, the Company will pay (or cause to be paid) to Citi:

(a) for Citi’s account, a base arrangement fee (the “**Base Arrangement Fee**”) equal to (i) in the case of the Revolving Facility, [ ] and (ii) in the case of the Term Facility [ ];

(b) for Citi’s account, (i) an administrative and collateral agency fee in respect of the Revolving Facility (the “**Revolving Administration Fee**”) in the amount of [ ] and (ii) an administrative and collateral agency fee in respect of the Term Facility in the amount of [ ] (together with the Revolving Administration Fee, the “**Administration Fees**”) [ ];

(c) for the account of each Term Lender, a commitment fee (the “**Term Commitment Fee**”) equal to [ ];

(d) for the account of each Term Lender, a participation fee (which in Citi’s sole discretion may take the form of original issue discount (“**OID**”)) equal to [ ];

(e) for the account of each Revolving Lender, a participation fee equal to [ ]; and

(f) [ ].

The fees set forth above are referred to herein, collectively, as the “**Fees**”. The Fees shall be payable in immediately available funds to Citi in U.S. dollars free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). Once paid, the Fees shall not be refundable under any circumstances.

Citi reserves the right at any time after the Petition Date and on or prior to the 90<sup>th</sup> day after the Closing Date (the “**Syndication End Date**”) (whether prior to or after the execution and delivery of the DIP Loan Documents and any borrowings thereunder), after consultation with the Company, if Citi reasonably determines that such changes are necessary or advisable in order to ensure a Successful Syndication of the DIP Facilities (or if a Successful Syndication cannot be achieved), to [ ]. [ ] Citi’s rights under this paragraph will survive the execution of the DIP Loan Documents and any borrowings thereunder and continue in effect until the Syndication End Date. The Company agrees that it will execute and deliver any amendments to the DIP Loan Documents reasonably deemed advisable by Citi to effect such changes and that the failure to do so shall be an event of default under the DIP Loan Documents as though fully set forth therein. In addition, the Company will consider in good faith any requests by Citi to make additional amendments to the DIP Loan Documents in response to comments thereto made by potential Lenders during the primary syndication of the DIP Facilities that do not materially affect the terms and conditions of the DIP Facilities.

This Fee Letter is for the Company’s confidential use only and will not, without the prior agreement of Citi, be disclosed by the Company to any person, other than to the Company’s affiliates and its and their respective officers, directors, employees, advisors, agents and representatives, and, in each case, their respective officers, directors, employees, advisors, agents and representatives, which in each case have agreed to maintain this Fee Letter and its terms on a confidential basis, and then only on a confidential and “need to know” basis in connection with the transactions contemplated hereby; *provided, however*, that the Company may make such public disclosures of the terms and conditions hereof (i) as the Company is required by law or compulsory legal process to make, (ii) to the extent necessary to obtain required approval from the Bankruptcy Court for the DIP Facilities, (iii) to legal and financial advisers of any official committee appointed in the Company’s bankruptcy cases on a “professionals’ eyes only” basis or (iv) as may be otherwise mutually agreed in writing between the Company and Citi; *provided* that the Company agrees to use its commercially reasonable efforts to prevent the contents of this Fee Letter from becoming publicly available, including, without limitation, by the filing of a motion or an ex parte request pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018, as applicable, in each case seeking an order of the Bankruptcy Court authorizing the Company to file this Fee Letter under seal, and to take such other actions as Citi may reasonably request to preserve the confidentiality of this Fee Letter in connection with any such disclosure. The provisions contained in this paragraph shall remain in full force and effect notwithstanding the termination of the Commitment Letter or Citi’s commitment thereunder.

This Fee Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This Fee Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by Citi and the Company. This Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

Please indicate your acceptance of the provisions hereof by signing the enclosed copy of this Fee Letter and returning it to Shane Azzara of Citigroup Global Markets Inc., 390 Greenwich Street, New York, New York 10013, 1<sup>st</sup> Floor (fax: 212-723-4721; email: shane.azzara@citi.com) at or before 8 p.m. (New York City time) on January 17, 2012. If you elect to deliver this Fee Letter by fax or electronic transmission, please arrange for the executed original to follow by next-day courier.

[Signature Pages Follow]

**Execution Copy**

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.,

By: \_\_\_\_\_

Name:

Title:

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

EASTMAN KODAK COMPANY

By \_\_\_\_\_  
Name:  
Title: