

DEBTOR-IN-POSSESSION LOAN AGREEMENT

Dated as of [_____], 2013

Among

EASTMAN KODAK COMPANY,
a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as Company,

THE U.S. SUBSIDIARIES OF EASTMAN KODAK COMPANY PARTY HERETO,
each a Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,
as U.S. Subsidiary Guarantors,

and

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

and

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Agent



“Business Day” means a day of the year on which banks are not required or authorized by law to close in New York City and, if the applicable Business Day relates to any Eurodollar Rate Loans, on which dealings are carried on in the London interbank market.

“Carve-Out” means (i) all fees and interest required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to section 1930(a) of title 28 of the United States Code and section 3717 of title 31 of the United States Code, (ii) all reasonable fees and expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code in an amount not exceeding \$100,000, (iii) any and all allowed and unpaid claims of (x) the Fee Examiner, (y) any professional of the Debtors (including, for the avoidance of doubt, AP Services LLC) whose retention is approved by the Bankruptcy Court and (z) any professionals of the Fee Examiner, of the official committee of retired employees appointed in the Cases (the “1114 Committee”), or of the statutory committee of unsecured creditors appointed in the Cases (the “Creditors’ Committee”) in each case whose retention is approved by the Bankruptcy Court during the Cases pursuant to Sections 327 and 1103 of the Bankruptcy Code for unpaid fees and expenses (and the reimbursement of out-of-pocket expenses allowed by the Bankruptcy Court incurred by any members of the 1114 Committee or Creditors’ Committee, as applicable (but excluding fees and expenses of third party professionals employed by such members of the 1114 Committee or Creditors’ Committee, as applicable)) incurred, subject to the terms of the DIP Order, (A) prior to the occurrence of an Event of Default and (B) at any time after the occurrence and during the continuance of an Event of Default in an aggregate amount not exceeding \$15,000,000, provided that (x) the dollar limitation in this clause (iii) on fees and expenses shall neither be reduced nor increased by the amount of any compensation or reimbursement of expenses incurred, awarded or paid prior to the occurrence of an Event of Default in respect of which the Carve-Out is invoked or by any fees, expenses, indemnities or other amounts paid to the Agent or any Lender or any of the foregoing’s respective attorneys, advisors and agents, (y) nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (A) and (B) above and (z) cash or other amounts on deposit in the L/C Cash Deposit Account or the Secured Agreements Cash Deposit Account (as defined in the DIP Order) shall not be subject to the Carve-Out.

“Case” or “Cases” has the meaning specified in the Introductory Statement.

“Cash Collateral” has the meaning specified in the DIP Order.

“Cash Equivalents” means any of the following having a maturity of not greater than 12 months from the date of issuance thereof: (a) readily marketable direct obligations of the Government of the United States or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of the Government of the United States, (b) certificates of deposit of or time deposits with any commercial bank that is a Lender or a member of the Federal Reserve System that issues (or the parent of which issues) commercial paper rated as described in clause (c), is organized under the laws of the United States or any state thereof and has combined capital and surplus of at least \$500,000,000, (c) commercial paper in an aggregate amount of no more than \$10,000,000 per issuer outstanding at any time, issued by any corporation organized under the laws of any state of the United States and rated at least “Prime 1” (or the then equivalent grade) by Moody’s or “A 1” (or the then equivalent grade) by S&P, (d) Investments, classified in accordance with GAAP, as current assets of the Company or any of its Subsidiaries, in money market investment funds having the highest rating obtainable from either Moody’s or S&P, (e) offshore overnight interest bearing deposits in foreign branches of the Agent, any Lender or an Affiliate of a Lender, or (f) solely with respect to any Subsidiaries of the Company not domiciled in the United States, substantially similar investments as described in clauses (a) through (e) above (including as to credit quality and maturity), denominated in the currency of any jurisdiction in which any such Subsidiary conducts business.

“Defaulting Lender” means, at any time, a Lender as to which the Agent has notified the Company that a Lender Insolvency Event has occurred and is continuing with respect to such Lender. Any determination that a Lender is a Defaulting Lender will be made by the Agent in its sole discretion acting in good faith. The Agent will promptly send to all parties hereto a copy of any notice to the Company provided for in this definition.

“Digital Imaging Patent Portfolio” means the portfolio of approximately 1,100 issued U.S. digital imaging patents, 250 pending U.S. digital imaging patent applications, 580 foreign counterparts and 400 related foreign patent applications, which the Company has publicly announced its intention to sell and has assigned the code name “Komodo”.

“Digital Imaging Patent Portfolio Disposition” means any Disposition of the Digital Imaging Patent Portfolio.

“DIP Order” means (i) that certain Order (I) Authorizing 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 Continue to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Certain Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 2926], attached hereto as Exhibit [J].⁺2926], attached hereto as Exhibit J-1 as modified by (ii) that certain Order Amending Order (I) Authorizing 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 Continue to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Certain Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 3279], attached hereto as Exhibit J-2.

“Disposition” means, with respect to any property, any sale, lease, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings. For the avoidance of doubt, a non-exclusive license of Intellectual Property in the ordinary course of business does not constitute a Disposition.

“Disqualified Lender” means (i) the Persons previously identified to the Lead Lenders and the Agent in connection with the Commitment Letter for the Facilities and (ii) other bona fide competitors of the Company identified by the Company, from time to time, in writing to the Agent.

“Dollar” or “\$” means the lawful currency of the United States.

“Domestic Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Company and the Agent.

“Effective Date” means the effective date of a Reorganization Plan.

“Eligible Assignee” means (i) a Lender; (ii) an Affiliate or branch of a Lender or an Approved Fund with respect to a Lender; and (iii) any other Person approved by the Agent, such approval not to be unreasonably withheld or delayed; provided, however, that no Loan Party or Affiliate of a Loan Party or any Disqualified Lender shall qualify as an Eligible Assignee.

⁺Definition to be updated as necessary.

Company or any of its Subsidiaries by any lender under the Existing DIP Credit Agreement or any of its Affiliates (regardless of whether such lender subsequently ceases to be a lender under the Existing DIP Credit Agreement for any reason) and (e) each agreement or instrument delivered by any Loan Party or Subsidiary of the Company pursuant to any of the foregoing, as the same may be amended from time to time in accordance with the provisions thereof and of this Agreement, in the case of each of the foregoing described in clauses (a) through (e), to the extent permitted under this Agreement and, subject to the Intercreditor Agreement, including without limitation, the Maximum Obligations Amount.

“Existing Second Lien Debt” means (a) the 2018 Notes outstanding on the Petition Date and (b) the 2019 Notes outstanding on the Petition Date, in each case together with accrued and unpaid interest thereon.

“Existing Secured Agreements” means the agreements set forth on Schedule 1.01(a), each as amended, restated, supplemented or otherwise modified prior to the Petition Date.

“Exit Facility” means the loan facilities provided under the Exit Loan Agreement.

“Exit Facility Documentation” means the collective reference to the Exit Loan Agreement, collateral agreements, intercreditor agreement, mortgages and other security agreements, documents and instruments, substantially consistent with the terms and conditions set forth in the Exit Loan Agreement, as reasonably determined by the Required Lead Lenders, and otherwise in form and substance reasonably satisfactory to the Required Lead Lenders and reorganized Eastman Kodak Company.

“Exit Loan Agreement” means the loan agreement contemplated by Section 2.2122 of reorganized Eastman Kodak Company, substantially in the form of Exhibit G hereto, with such amendments, supplements and other modifications in accordance with this Agreement.

“Facilities” has the meaning specified in the Introductory Statement.

“FATCA” means Sections 1471-1474 of the Code in effect as of the date hereof and Treasury regulations issued thereunder.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Agent on such day on such transactions as determined by the Agent.

“Fee Examiner” means Richard Stern of Luskin, Stern & Eisler LLP or any replacement or successor fee examiner for the Cases approved by the Bankruptcy Court.

“Fee Letter” has the meaning specified in Section 2.03.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

Loan Allocation”. The aggregate amount of the Junior Loan Allocations as of the Closing Date shall be \$[375,000,000]²¹.

“Junior Loan Lenders” means each Person that is deemed to make (or have made) a Junior Loan.

“Junior Loans” means the collective reference to the 10.625% Tranche Loans and the 9.75% Tranche Loans.

“Junior Note” means a promissory note of the Company payable to any Junior Loan Lender or its registered assigns, in substantially the form of Exhibit A-2 hereto, evidencing the aggregate Debt of the Company to such Junior Loan Lender resulting from the Junior Loans deemed made by such Junior Loan Lender.

“Kodak Limited” means Kodak Limited, a company with limited liability organized under the laws of England and Wales.

“Lead Lenders” means the Lead Lenders party to the Commitment Letter (and their Affiliates, other than portfolio companies); provided that any Lead Lender shall cease to be a Lead Lender at such time as it no longer holds Loans and may not subsequently become a Lead Lender if, following such date, it holds Loans.

“Lender” means a New Money Lender and/or each Junior Loan Lender, as the context may require, and shall include each Person that shall become a party hereto pursuant to Section 9.08.

“Lender Insolvency Event” means that (i) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (ii) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation, winding up or similar proceeding, or a receiver, interim receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment.

“Lien” means any lien, security interest, hypothecation, hypothec or other charge or encumbrance of any kind on the property of a Person, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property, provided the term “Lien” shall not include any license of intellectual property. Solely for the avoidance of doubt, the filing of a UCC financing statement that is a precautionary filing in respect of an operating lease that does not constitute a security interest in the leased property or otherwise give rise to a security interest does not constitute a Lien solely on account of being filed in a public office.

² ~~The rolled-up amount will be no greater than \$375,000,000, determined in accordance with annex II to the Commitment Letter.~~

¹ The rolled-up amount will be no greater than \$375,000,000, determined in accordance with annex II to the Commitment Letter.

“Primed Lien” has the meaning specified in Section 2.20(a).

“Ratable Share” of any amount means, with respect to any Lender at any time, the product of such amount times a fraction the numerator of which is the sum of (i) the amount of such Lender’s unused Commitment (if any) at such time plus (ii) the outstanding principal amount of such Lender’s New Money Loans at such time and the denominator of which is the sum of (i) the aggregate amount of all unused Commitments (if any) at such time plus (ii) the aggregate outstanding principal amount of all New Money Loans at such time.

“Register” has the meaning specified in Section 9.08(e).

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, employees, agents, trustees, partners and advisors of such Person and such Person’s Affiliates.

“Reorganization Plan” means a plan of reorganization in any or all of the Cases of the Debtors.

“Replacement Lender” has the meaning specified in Section 2.17.

“Reporting Side Letter” means that certain side letter agreement between the Company and the Agent, dated as of [], 2013.

“Required New Money Lenders” means at any time New Money Lenders holding a majority in interests of the aggregate unpaid principal amount of the New Money Loans outstanding at such time; provided, however, that if at any New Money Lender shall be a Defaulting Lender at such time, there shall be excluded from the determination of Required New Money Lenders at such time the aggregate principal amount of the Loans owing to such New Money Lender (in its capacity as a New Money Lender) and outstanding at such time.

“Required Lead Lenders” means Lead Lenders holding in the aggregate more than 50% of the Loans held by all Lead Lenders on the date approval is given; provided, that if there are no Lead Lenders, any item requiring Lead Lenders approval shall require no approval and shall be at the option of the Company unless otherwise indicated in this Agreement; provided, further, that if at any time any Lead Lender shall be a Defaulting Lender at such time, there shall be excluded from the determination of Required Lead Lenders at such time the aggregate principal amount of the Loans owing to such Lead Lender (in its capacity as a Lead Lender) and outstanding at such time.

“Required Lenders” means at any time Lenders holding at least a majority in interest of the aggregate unpaid principal amount of the Loans outstanding at such time; provided, however, that if at any Lender shall be a Defaulting Lender at such time, there shall be excluded from the determination of Required Lenders at such time the aggregate principal amount of the Loans owing to such Lender (in its capacity as a Lender) and outstanding at such time.

“Required Junior Loan Lenders” means at any time Junior Loan Lenders holding a majority in interests of the aggregate unpaid principal amount of the Junior Loans outstanding at such time; provided, however, that if at any Junior Loan Lender shall be a Defaulting Lender at such time, there shall be excluded from the determination of Junior Loan Lenders at such time the aggregate

including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Loan to be made by such Lender as part of such Borrowing when such Loan, as a result of such failure, is not made on such date.

(c) Unless the Agent shall have received notice from a Lender prior to the time of any Borrowing that such Lender will not make available to the Agent such Lender's ratable portion of such Borrowing, the Agent may assume that such Lender has made such portion available to the Agent on the Closing Date in accordance with subsection (a) of this Section 2.02, and the Agent may, in reliance upon such assumption, make available to the Company on the Closing Date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Agent, such Lender and the Company severally agree to repay to the Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Company until the date such amount is repaid to the Agent, at: (i) in the case of the Company, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, the Federal Funds Rate. If such Lender shall repay to the Agent such corresponding amount, such amount so repaid shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(d) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the Closing Date, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the Closing Date.

SECTION 2.03. Fees. The Company shall pay to the Agent the fees set forth in the Fee Letter (the "Fee Letter") identified in the Commitment Letter.

SECTION 2.04. Repayment of Loans. The Company shall repay to the Agent for the ratable account of each applicable Lender on the Termination Date the aggregate principal amount of the Loans made (or deemed made) by such Lender to the Company then outstanding, together with any accrued and unpaid interest with respect to such Loans (other than to the extent that the New Money Loans and Junior Loans are converted to loans under the Exit Facility in accordance with the terms of this Agreement and of the Exit Loan Agreement).

SECTION 2.05. Interest on Loans. (a) Scheduled Interest. The Company shall pay interest on the unpaid principal amount of each Loan owing by such Company to the Agent for the account of each applicable Lender from the date of such Loan until such principal amount shall be paid in full, at the following rates per annum:

(i) Base Rate Loans. During such periods as such Loan is a Base Rate Loan, a rate per annum equal at all times to the sum of (x) the Base Rate in effect from time to time plus (y) the Applicable Margin, payable in arrears on the last Business Day of each calendar month during such periods and on the date such Base Rate Loan shall be Converted or paid in full.

(ii) Eurodollar Rate Loans. During such periods as such Loan is a Eurodollar Rate Loan, a rate per annum equal at all times during each Interest Period for such Loan to the sum of (x) the Eurodollar Rate for such Interest Period for such Loan plus (y) the Applicable Margin, payable in arrears on the last Business Day of each calendar month during such Interest Period and on the date such Eurodollar Rate Loan shall be Converted or paid in full.

(iii) Junior Loans. From and after the Closing Date, (x) 9.75% Tranche Loans shall bear interest at a rate equal to 9.75% per annum and (y) 10.625% Tranche Loans shall bear interest at a rate equal to 10.625% per annum, in each case, payable ~~in arrears semi-annually in cash, respectively, on March 1 and September 1, in the ease~~tenth (10th) Business Day of each month with respect to the 9.75% Tranche Loans, and March 15 and September 15, in interest accrued and unpaid through the ease~~last day of the 10.625% Tranche Loans preceding calendar month.~~

(b) Default Interest. Upon the occurrence and during the continuance of an Event of Default under Section 6.01(a), the Agent may, and upon the request of the Required Lenders shall, require and notify the Company to pay interest (“Default Interest”) on (i) the unpaid principal amount of each Loan owing to each Lender, payable in arrears on the dates referred to in clause (a)(i), (a)(ii) or (a)(iii) above, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on such Loan pursuant to clause (a)(i), (a)(ii) or (a)(iii) above and (ii) to the fullest extent permitted by law, the amount of any interest, fee or other amount payable hereunder in respect of the Loans of any Class that is not paid when due, from the date such amount shall be due until such amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on Base Rate Loans of such Class pursuant to clause (a)(i) above, provided, however, that following acceleration of the Loans of any Class pursuant to Section 6.01, Default Interest on the Loans of any Class shall accrue and be payable hereunder whether or not previously required by the Agent.

SECTION 2.06. Interest Rate Determination. (a) The Agent shall give prompt notice to the Company and the applicable Lenders of the applicable interest rates determined by the Agent for purposes of each clause of Section 2.05(a).

(a) If, with respect to any Eurodollar Rate Loans of any Class, Lenders owed at least 50% of the then aggregate principal amount thereof notify the Agent that the Eurodollar Rate for any Interest Period for such Loans will not adequately reflect the cost to such Lenders of making, funding or maintaining their respective Eurodollar Rate Loans for such Interest Period, the Agent shall forthwith so notify the Company and the applicable Lenders, whereupon (i) each Eurodollar Rate Loan of such Class will automatically, on the last day of the then existing Interest Period therefor, Convert into a Base Rate Loan of such Class, and (ii) the obligation of the applicable Lenders to make, or to Convert Loans of such Class into, Eurodollar Rate Loans of such Class shall be suspended until the Agent shall notify the Company and such Lenders that the circumstances causing such suspension no longer exist.

(b) If the Company shall fail to select the duration of any Interest Period for any Eurodollar Rate Loans in accordance with the provisions contained in the definition of “Interest Period” in Section 1.01, the Agent will forthwith so notify the Company and the Appropriate Lenders and such Loans will automatically, on the last day of the then existing Interest Period therefor, Convert into Base Rate Loans.

(c) Upon the occurrence and during the continuance of any Event of Default under Section 6.01(a) (i) each applicable Eurodollar Rate Loan will automatically, on the last day of the then existing Interest Period therefor, Convert into a Base Rate Loan and (ii) the obligation of the applicable Lenders to make, or to Convert Loans into, Eurodollar Rate Loans shall be suspended.

(d) If Agent is unable to determine the Eurodollar Rate for any Eurodollar Rate Loans,

(a) As to all real property the title to which is held by a Loan Party (other than any Loan Party that is not a Debtor) or the possession of which is held by any such Loan Party pursuant to leasehold interest, such Loan Parties hereby assign and convey as security, grant a security interest in, hypothecate, mortgage, pledge and set over unto the Agent on behalf of the Lenders all of the right, title and interest of such Loan Parties in all of such owned real property and in all such leasehold interests, together in each case with all of the right, title and interest of such Loan Parties in and to all buildings, improvements, and fixtures related thereto, any lease or sublease thereof, all general intangibles relating thereto and all proceeds thereof. Such Loan Parties acknowledge that, pursuant to the DIP Order, the Liens in favor of the Agent on behalf of the Lenders in all of such real property and leasehold instruments of such Loan Parties shall be perfected without the recordation of any instruments of mortgage or assignment. Such Loan Parties further agree that, upon the request of the Agent, in the exercise of its business judgment, such Loan Parties shall enter into separate fee and leasehold mortgages in recordable form with respect to such properties on terms satisfactory to the Agent and including customary related deliverables, including, without limitation, a Standard Flood Hazard Determination and, to the extent applicable, a notification to the applicable Loan Party that that flood insurance coverage under the National Flood Insurance Program is not available or evidence of flood insurance with respect to such property consistent with the requirements set forth in Section 5.01(c).

(b) The relative priorities of the Liens described in this Section 2.20 with respect to the Collateral shall be as set forth in the DIP Order and the Intercreditor Agreement. The relative priorities of the New Money Loans and the Junior Loans shall be as set forth in the DIP Order and Section 6.02. All of the Liens described in this Section 2.20 with respect to the Facilities shall be effective and perfected upon entry of the DIP Order.

(c) Notwithstanding anything to the contrary herein, not more than 65% of the voting equity interests of any CFC or a Subsidiary of a CFC shall be pledged in favor of any Lender or the Agent.

SECTION 2.21. No Discharge; Survival of Claims. Each of the Loan Parties agrees that to the extent that its obligations under the Loan Documents have not been satisfied in full in cash and not otherwise converted into loans under the Exit Loan Agreement pursuant to ~~this Section 2.2122~~, (a) its obligations under the Loan Documents shall not be discharged by the entry of an order confirming a Reorganization Plan (and each of the Loan Parties, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (b) the Superpriority Claim granted to the Agents and the Lenders pursuant to the DIP Order and the Liens granted to the Agents and the Lenders pursuant to the DIP Order shall not be affected in any manner by the entry of an order confirming a Reorganization Plan.

SECTION 2.22. Conversion to Exit Facility. (a) Upon the satisfaction or amendment or waiver by the Required Lead Lenders (or, to the extent there are no Lead Lenders at the time, the Required Lenders) of the conditions precedent set forth in Section 3 of the Exit Loan Agreement, at the Company's sole option, (i) the Company, in its capacity as reorganized Eastman Kodak Company, and each Guarantor, in its capacity as a reorganized Debtor, to the extent such Person is required under the Exit Loan Agreement to continue to be a guarantor of the Exit Facility, shall assume all Obligations in respect of the Loans hereunder and all other monetary obligations in respect hereof, (ii) all, but not less than all, outstanding New Money Loans and all Junior Loans shall be continued as an Exit Loan (as defined in the Exit Loan Agreement) under the Exit Facility, (iii) each New Money Lender and Junior Loan Lender hereunder shall be a Lender (as defined in the Exit Loan Agreement) under the Exit Facility, (iv) accrued and unpaid interest on the Loans shall be payable in cash on the Effective Date and (v) this Agreement and the Loan Documents shall be superseded and replaced by the Exit Facility Documentation. Notwithstanding anything herein to the contrary, concurrently with the consummation of the Acceptable Reorganization Plan, the Company may refinance all or a portion of the Junior Loans with

laws of the Subsidiary's formation, free and clear of all Liens, except (x) those created under the Collateral Documents, and (y) those securing the Existing Second Lien Debt.

(q) Schedule 4.01(q) sets forth all Deposit Accounts (as defined in the Existing DIP Credit Agreement) other than Excluded Accounts (as defined in the Security Agreement) maintained by the Loan Parties in the United States, including, with respect to each depository (i) the name and address of such depository, (ii) the account number(s) maintained with such depository and (iii) a contact person at such depository.

(r) The Company believes in good faith, based upon information known to it as of the date hereof and assumptions believed by it to be reasonable as of the date hereof, that the Specified Sale shall occur on or prior to the Maturity Date for an aggregate gross cash purchase price at consummation of not less than the Minimum Proceeds Amount; provided that, rights to trademarks, trademark licenses, domain names and related intellectual property assets and materials reasonably necessary to the operations of the CI business shall be retained by the Company.

(s) Schedule 5.01(k) sets forth all CFC's of the Company that represent more than 2% of total assets or 2% of net sales of the Company and its Subsidiaries.

ARTICLE V

COVENANTS OF THE COMPANY

SECTION 5.01. Affirmative Covenants. So long as any Loan or any other payment obligation of any Loan Party of which the Company has knowledge under any Loan Document shall remain unpaid or any Lender shall have any Commitment hereunder, the Company will:

(a) Compliance with Laws. Except as otherwise excused by the Bankruptcy Code, comply, and cause each of its Subsidiaries to comply, with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, compliance with ERISA, Environmental Laws and the PATRIOT Act, except where such non-compliance is not reasonably expected to have a Material Adverse Effect.

(b) Payment of Post-Petition Taxes, Etc. In accordance with the Bankruptcy Code and subject to any required approval by the Bankruptcy Court, pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all material post-petition taxes, assessments and governmental charges or levies imposed upon it or upon its property and (ii) all material post-petition lawful claims that, if unpaid, might by law become a Lien upon its property; provided, however, that neither the Company nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim that is being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained.

(c) Maintenance of Insurance. (x) Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which the Company or such Subsidiary operates; provided, however, that the Company and its Subsidiaries may self-insure to the extent consistent with prudent business practice and (y) if any real property owned by a Loan Party is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then such Loan Party shall maintain, or cause to be maintained, with a financially

end of such quarter, duly certified by the chief financial officer of the Company as having been prepared in accordance with generally accepted accounting principles subject to normal year-end adjustments and other items, such as footnotes, omitted in interim statements;

(iii) as soon as available and in any event within 90 days after the end of such fiscal year of the Company, a copy of the annual audit report for such year for the Company and its Consolidated Subsidiaries, containing the Consolidated statement of financial position of the Company and its Consolidated Subsidiaries as of the end of such fiscal year and Consolidated statements of earnings and cash flows of the Company and its Consolidated Subsidiaries for such fiscal year, in each case accompanied by an opinion acceptable to the Required Lead Lenders by PricewaterhouseCoopers LLP or such other internationally recognized registered independent public accountants reasonably acceptable to the Required Lead Lenders; provided that, if the Required Lead Lenders have not objected to such other accounting firm within fifteen (15) Business Days of notice from the Company, then such other accounting firm shall be deemed acceptable;

(iv) as soon as practicable and in any event within five days after the management of the Company has knowledge of the occurrence of each Default continuing on the date of such statement, a statement of a Responsible Officer of the Company setting forth details of such Default and the action that the Company has taken and/or proposes to take with respect thereto;

(v) promptly after the sending or filing thereof, copies of all reports that the Company sends to any of its security holders, and copies of all reports and registration statements that the Company or any Subsidiary files with the Securities and Exchange Commission or any national securities exchange;

(vi) notice of all actions and proceedings before any court, governmental agency or arbitrator affecting the Company or any of its Subsidiaries of the type which would have been required to be disclosed under Section 4.01(f), promptly after the later of the commencement thereof or knowledge that such actions or proceedings are reasonably likely to be of a type which would have been required to be disclosed under Section 4.01(f);

(vii) no later than 45 days after the end of each fiscal quarter, amended or supplemented Schedules setting forth such information as would be required to make the representations set forth in Section 6(a), (c), (d), (h), (i), (l) and (p)(iii) of the Security Agreement true and correct as if the Schedules referenced therein were delivered on such date;

(viii) except to the extent prohibited by the Pensions Act 2004, such other information respecting the Company or any of its Subsidiaries as any Lender through the Agent may from time to time reasonably request;

(ix) weekly, on or before the third Business Day following the end of every calendar week (for purposes of this section, each calendar week being deemed to end on Friday), commencing with the calendar week ending ~~[•]~~[•], 2013,³ a 13-Week Projection together with a comparison against the immediately preceding calendar week;

³ ~~To be the first Friday following the Effective Date.~~

Noteholders, shall jointly retain an executive search firm to assist in identifying candidates for the post-emergence board of directors of the Company.

(p) Bidding Procedures. The bidding procedures in connection with any Specified Sale shall be reasonably satisfactory to the Required Lead Lenders. ~~Notwithstanding~~ Subject to the Intercreditor Agreement, notwithstanding anything herein to the contrary, and subject to the Intercreditor Agreement, the New Money Lenders shall have the right to credit bid for up to \$200,000,000 of their New Money Loans in connection with a Specified Sale; provided that, ~~(i) to the extent such New Money Lenders are the winning bidders for any portion of such assets, the amount of any credit bid shall be deemed to be both cash purchase price for determining the Minimum Proceeds Amount and Net Cash Proceeds for Section 2.08(b)(iii), (ii) the amount that the New Money Lenders are entitled to credit bid in connection with a Specified Sale shall be reduced by the amount of any prepayments of the New Money Loans made prior to the consummation of the transaction in which such credit bid is made with the proceeds of any portion of another Specified Sale and the amount of any previous successful credit bid in connection with another Specified Sale, and (iii) the New Money Lenders shall not be entitled, and agree not to, credit bid any amount of New Money Loans held by them in connection with a Specified Sale in excess of the amounts that they are entitled to credit bid pursuant to this clause (p). Any such credit bid shall be exercised at the direction of the Required New Money Lenders and, if successful, shall reduce the amount of New Money Loans of all New Money Lenders, with such reduction to be applied on a pro rata basis among all.~~ Such credit bid shall be applied ratably across the New Money Loans exercisable at the direction of the Required New Money Lenders.

(q) Side Letter. The Company will comply with the terms of the Side Letter.

(r) Post-Closing Covenants. Comply, and cause its Subsidiaries to comply, with the obligations set forth in the paragraph immediately following Section 3.01(c)(vi) and on Schedule 5.01(o).

(s) Certain Milestones. The Company shall comply with the milestones (the "Milestones") set forth below on or before the dates specified below:

(i) By no later than April 8, 2013, deliver a comprehensive draft of the Reorganization Plan (which will set forth, among other things, KPP claim treatment, treatment for each class of claims and interests (including proposed terms of any debt to be issued and proposed equity splits), a description of corporate governance mechanics (including provisions to address the selection of officers and directors of the post-reorganization Company), and post-reorganization capital structure) and related disclosure statement in connection with the Reorganization Plan to the advisors to the Lead Lenders.

(ii) By no later than April 30, 2013, file the Reorganization Plan and the disclosure statement with the Bankruptcy Court.

(iii) By no later than June 30, 2013, an order shall be entered by the Bankruptcy Court, in form and substance reasonably satisfactory to the Required Lead Lenders, approving the disclosure statement.

(iv) By no later than September 15, 2013, an order shall be entered by the Bankruptcy Court, in form and substance reasonably satisfactory to the Required Lead Lenders, approving the Reorganization Plan.

(iv) sales, transfers or other dispositions of assets (x) among the Loan Parties and (y) among Subsidiaries of the Company that are not Loan Parties or from such Subsidiaries to Loan Parties,

(v) Investments permitted under Section 5.02(i),

(vi) sales, transfer or other disposition of accounts receivable in the ordinary course of business by foreign subsidiaries,

(vii) other sales, transfers or other dispositions of assets for fair market value (excluding the Specified Sale), provided, that the Company or any of its Subsidiaries shall receive not less than 75% of the consideration for such sale, transfer or other disposition in the form of cash or Cash Equivalents (in each case, free and clear of all Liens at the time received); provided, that, with respect to Intellectual Property, the value of licenses to the Company or its Subsidiaries (as a licensee) shall be excluded from determining whether 75% of such consideration is in the form of cash or Cash Equivalents,

(viii) the Specified Sale; provided that such sale results in Net Cash Proceeds in excess of the Minimum Proceeds Amounts,

(ix) (a) leases of real property located at Eastman Business Park in Rochester, NY and (b) other leases of real property in the ordinary course of business; and

(x) the sales, transfers or other dispositions set forth on Schedule 5.02(e).⁴²

(f) Payment Restrictions Affecting Subsidiaries. Directly or indirectly, enter into or suffer to exist, or permit any of its Subsidiaries to enter into or suffer to exist, any agreement or arrangement limiting the ability of any of its Subsidiaries to declare or pay dividends or other distributions in respect of its equity interests or repay or prepay any Debt owed to, make loans or advances to, or otherwise transfer assets to or make investments in, the Company or any Subsidiary of the Company (whether through a covenant restricting dividends, loans, asset transfers or investments, a financial covenant or otherwise), except (i) as provided in this Agreement and the Existing DIP Credit Agreement, (ii) any agreement or instrument evidencing Debt existing on the Petition Date, (iii) any agreement in effect at the time a Person first became a Subsidiary of the Company, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary of the Company; (iv) any agreement evidencing debt permitted by Section 5.02(a)(iii) that imposes restrictions on the property acquired; (v) by reason of customary provisions restricting assignments, licenses, subletting or other transfers contained in leases, licenses, joint venture agreements, purchase and sale or merger agreements and other similar agreements entered into in the ordinary course of business so long as such restrictions do not extend to assets other than those that are the subject of such lease, license or other agreement; (vi) in securitization transactions to the extent set forth in the documents evidencing such transactions so long as such restrictions do not extend to assets other than those that are the subject of such securitization transactions; or (vii) any agreement that amends, extends, refinances, renews or

~~⁴ Schedule to include only Kodak Japan equity holdings in customer companies, IP licenses in the ophthalmological field and Harrow Sale.~~

² Schedule to include only Kodak Japan equity holdings in customer companies, IP licenses in the ophthalmological field and Harrow Sale.

(vi) Investments arising out of the receipt by the Company or any of its Subsidiaries of non-cash consideration for the sale, transfer or other disposition of assets permitted under Section 5.02(e);

(vii) Investments (including Investments in joint ventures) in an aggregate amount not to exceed \$20,000,000 for all such Investments after the Petition Date, and

(viii) Investments by the Company and its Subsidiaries in cash and Cash Equivalents.

(j) Prepayments, Amendments, Etc. of Debt. (i) Except with respect to Debt under the Existing DIP Credit Agreement or as permitted by the DIP Order, prepay, redeem, purchase, defease, convert into cash or otherwise satisfy prior to the scheduled maturity thereof in any manner, or permit any of its Subsidiaries to prepay, redeem, purchase, defease, convert into cash or otherwise satisfy prior to the scheduled maturity thereof in any manner, it being understood that (i) regularly scheduled payments of interest (other than in respect of Pre-Petition Debt) and (ii) payments in respect of adequate protection made in accordance with the DIP Order, shall be permitted, (x) any Debt of any Loan Party incurred prior to the Petition Date (including the Existing Second Lien Debt, but excluding Debt incurred under the Existing Secured Agreements), (y) any Debt that is subordinated to the Obligations or (z) any other Debt, except (A) in the case of clause (z) only, for regularly scheduled (including repayments of revolving facilities) or required repayments or redemptions of Debt permitted hereunder, provided that (1) before and after giving effect to such prepayment, redemption, purchase, defeasance or other satisfaction, no Default shall have occurred and be continuing and (2) the Agent shall have received a certificate from a Responsible Officer of the Company certifying compliance with the foregoing clause (1), (B) any repayments of subordinated Debt to the Loan Parties that was permitted to be incurred under this Agreement, (C) conversion of convertible debt into common stock of the Company and payments of cash in lieu of fractional shares upon any such conversion, (D) as expressly provided for in the “first day” orders of the Bankruptcy Court or (E) with the proceeds of any Permitted Refinancing permitted under Section 5.02(d), (ii) amend, modify or change in any manner adverse to the Lenders any term or condition of the Existing DIP Credit Agreement or any related loan documents or any subordinated Debt, or (iii) amend, modify or change any term or condition in the Existing DIP Credit Agreement or any related loan documents, other than to the extent permitted under the Intercreditor Agreement, provided that the amendment to the Existing DIP Credit Agreement satisfying the condition set forth in Section 3.01(d) shall be permitted.

(k) Transactions with Affiliates. Conduct or enter into, or permit any of its Subsidiaries to conduct or enter into, any transactions otherwise permitted under this Agreement with any of its or their Affiliates except on terms that are fair and reasonable and no less favorable to the Company or such Subsidiary than it would obtain in a comparable arm’s-length transaction (determined in the reasonable judgment of the Company) with a Person not an Affiliate, other than (i) intercompany transactions among the Company and its wholly-owned Subsidiaries, (ii) fees and other benefits to non-officer directors of the Company and its Subsidiaries and (iii) employment, severance and other similar arrangements and employee benefits with officers and employees of the Company and its Subsidiaries.

(l) Negative Pledges. Not, and not permit any Subsidiary to, enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired, except with respect to (i) specific property encumbered to secure payment of particular Debt or to be sold pursuant to an executed agreement with respect to a Disposition or IP License permitted hereunder, (ii) restrictions set forth in the documents governing the Existing Second Lien Debt, the Existing DIP Credit Agreement, in the Indenture and in the documents governing other existing Indebtedness as set forth on Schedule 5.02(l) and (iii) restrictions by reason of customary

ceased to participate therein or shall have withdrawn therefrom, and in each case such action would reasonably be expected to have a Material Adverse Effect; or

(i) Invalidity of Loan Documents. Any provision of any Loan Document after delivery thereof pursuant to Section 3.01 or 5.01(i), (j), (k) or (j) that is material to the substantial realization of the rights of the Lenders thereunder shall for any reason cease to be valid and binding on or enforceable against any Loan Party party to it, or any such Loan Party shall so state in writing; or

(j) Collateral Documents. Any Collateral Document or financing statement after delivery thereof pursuant to Section 3.01 or 5.01(i), (j), (k) or (j) shall for any reason (other than pursuant to the terms thereof) cease to create a valid and perfected first priority lien on and security interest in the Collateral (other than the Specified Collateral as set forth in Section 6(m) of the Security Agreement) purported to be covered thereby; or

(k) Dismissal or Conversion of Cases. (i) Any of the Cases of Debtors which are Material Subsidiaries shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of any Case of any Debtor that is a Material Subsidiary under Section 1112 of the Bankruptcy Code or otherwise, or (ii) a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code, a responsible officer or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code shall be appointed in any of the Cases of the Debtors and the order appointing such trustee or examiner shall not be reversed or vacated within 30 days after the entry thereof; or

(l) Superpriority Claims. An order of the Bankruptcy Court shall be entered granting any Superpriority Claim (other than the Carve-Out or pursuant to the DIP Order as in effect on the date hereof) in any of the Cases of the Debtors that is pari passu with or senior to the claims of the Agent and the Lenders against the Company or any other Loan Party hereunder or under any of the other Loan Documents, or any Debtor takes any action seeking or supporting the grant of any such claim, except as expressly permitted hereunder; or

(m) Relief from Automatic Stay. The Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of any of the Debtors which have a value in excess of \$10,000,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect on the Debtors or their estates (taken as a whole); or

(n) Certain Orders.

(i) an order of the Bankruptcy Court shall be entered reversing, amending, supplementing, staying for a period of five days or more, vacating or otherwise amending, supplementing or modifying the DIP Order, or any of the Company or any Subsidiary of the Company shall apply for authority to do so, without the prior written consent of the Agent or the Required Lenders, and such order is not reversed or vacated within 5 days after the entry thereof; or

(ii) an order of the Bankruptcy Court shall be entered denying or terminating use of Cash Collateral by the Loan Parties; or

(iii) the DIP Order shall cease to create a valid and perfected Lien on the Collateral or to be in full force and effect; or

(iv) any of the Loan Parties or any Subsidiary of the Company shall fail to comply with the DIP Order; or

(v) a final non-appealable order in the Cases shall be entered charging any of the Collateral under Section 506(c) of the Bankruptcy Code against the Lenders or the commencement of other actions that is materially adverse to the Agent or the Lenders or their respective rights and remedies under the Facilities in any of the Cases or inconsistent with any of the Loan Documents.

(o) Pre-Petition Payments. Except as permitted by the DIP Order, any Debtor shall ~~not~~ make any Pre-Petition Payment other than Pre-Petition Payments authorized by the Bankruptcy Court in accordance with the “first day” orders or entered by the Bankruptcy Court with the consent of (or non-objection by) the Required Lenders; or

(p) Invalid Plan. A Reorganization Plan that is not an Acceptable Reorganization Plan shall be confirmed in any of the Cases of the Debtors, or any order shall be entered which dismisses any of the Cases of the Debtors and which order does not provide for termination of the Commitments and payment in full in cash of the Obligations under the Loan Documents (other than contingent indemnification obligations not yet due and payable), or any of the Debtors shall seek confirmation of any such plan or entry of any such order; or

(q) Supportive Actions. Any Loan Party or any Subsidiary thereof shall take any action in support of any matter set forth in paragraph (k), (l), (m), (n), (o) or (p) above or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal;

then, and in any such event, the Agent shall at the request, or may with the consent of the Required Lenders (i) by notice to the Company, declare the Loans, all interest thereon and all other amounts payable in respect thereof under this Agreement to be forthwith due and payable, whereupon such Loans, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Company; and (ii) subject to the provisions of the Intercreditor Agreement and the DIP Order, exercise rights and remedies in respect of the Collateral in accordance with Section 19 of the Security Agreement and/or the comparable provisions of any other Collateral Document, the DIP Order and applicable law; provided, that with respect to the enforcement of Liens or other remedies with respect to the Collateral of the Loan Parties under the preceding clause (ii), the Agent shall provide the Company (with a copy to counsel for the Official Creditors’ Committee in the Cases and to the United States Trustee for the Southern District of New York) with seven (7) days’ prior written notice prior to taking the action contemplated thereby; in any hearing after the giving of the aforementioned notice, the only issue that may be raised by any party in opposition thereto being whether, in fact, an Event of Default has occurred and is continuing.

SECTION 6.02. Application of Funds; Intercreditor Provisions. After the exercise of remedies provided for in Section 6.01 (or after the Loans have become immediately due and payable), any amounts received by the Agent on account of the Obligations shall be applied by the Agent in the following order:

(iv) the adequacy, accuracy and/or completeness of any information delivered by the Agent, any other Lender or by any of their respective Related Parties under or in connection with this Agreement or any other Loan Document, the transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document.

SECTION 8.09. Agent May File Proofs of Claim. In case of the pendency of any proceeding under the Bankruptcy Code or any other judicial proceeding relative to any Loan Party, the Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Company) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agent and their respective agents and counsel and all other amounts due the Lenders and the Agent hereunder) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, interim receiver, monitor, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Agent and, if the Agent shall consent to the making of such payments directly to the Lenders, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent hereunder.

SECTION 8.10. Intercreditor Agreement. Each of the Lenders hereby authorizes and directs the Agent to enter into the Intercreditor Agreement on behalf of such Lender and agrees that the Agent in its various capacities thereunder may take such actions on its behalf as is contemplated by the terms of the Intercreditor Agreement. Each Lender hereunder (a) consents to any subordination of Liens provided for in the Intercreditor Agreement, (b) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreement, (c) authorizes and instructs the Agent to enter into the Intercreditor Agreement as Agent and on behalf of such Lender and (d) agrees that the Agent may take such actions on behalf of such Lender as is contemplated by the terms of such Intercreditor Agreement. The foregoing provisions are intended as an inducement to the Lenders and to the lenders under the ABL Credit Agreement to extend credit to the Borrower and to permit the incurrence of Indebtedness under this Agreement and the ABL Credit Agreement, and such lenders are intended third party beneficiaries of such provisions.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Amendments, Waivers. Other than an amendment or waiver that specifically requires the approval of the Required Lead Lenders, in which case that shall be the only approval required, no amendment or waiver of any provision of this Agreement or the Notes, nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders, or in the case of any amendment or waiver that only affects one class of Loans and does not adversely affect any other Class of Loans, the Required New Money Lenders or

(b) WAIVER OF VENUE. THE COMPANY AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.14. PATRIOT Act Notice. Each Lender and the Agent (for itself and not on behalf of any Lender) hereby notifies the Company that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies such Company, which information includes the name and address of such Company and other information that will allow such Lender or the Agent, as applicable, to identify such Company in accordance with the PATRIOT Act. Each Company shall provide such information and take such actions as are reasonably requested by the Agent or any Lenders in order to assist the Agent and the Lenders in maintaining compliance with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

SECTION 9.15. Release of Collateral; Termination of Loan Documents. (a) (i) Upon the sale, lease, transfer or other disposition of any item of Collateral of any Loan Party (~~other than~~ to any Person that is not, and that is not required to be, a Loan Party) in accordance with the terms of the Loan Documents, including, without limitation, as a result of the sale, in accordance with the terms of the Loan Documents, of the Loan Party that owns such Collateral, (ii) upon a Subsidiary ceasing to be a Subsidiary, and (iii) at any time a Loan Party’s guarantee of the obligations under the Loan Documents ceases as provided in Section 7.07, the security interests granted by the Loan Documents with respect to such items of Collateral and/or Loan Party shall immediately terminate and automatically be released, and the Agent will, at the Company’s expense, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents.