

Hearing Date: June 25, 2013 at 2:00 p.m. (Eastern Time)

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**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. 12-10202 (ALG)
Debtors.	)	(Jointly Administered)

**NOTICE OF FILING OF AMENDED EXHIBITS TO DEBTORS' MOTION  
FOR AN ORDER (A) APPROVING PROCEDURES FOR RIGHTS  
OFFERINGS AND (B) AUTHORIZING THE DEBTORS TO CONDUCT  
THE RIGHTS OFFERINGS IN CONNECTION WITH THE FIRST  
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF EASTMAN KODAK COMPANY AND ITS DEBTOR AFFILIATES**

**PLEASE TAKE NOTICE** that on June 19, 2013, Eastman Kodak Company, *et al.* (collectively, the “**Debtors**”), filed the Debtors’ Motion for an Order (A) Approving Procedures for Rights Offerings and (B) Authorizing the Debtors To Conduct the Rights Offerings in Connection with the First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Debtor Affiliates (the “**Motion**”) [Docket No. 4082].

<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.



**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit 1 is the amended Exhibit A (Proposed Order) to the Motion.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit 2 is the amended Exhibit C (4(2) Rights Offering Procedures) to the Motion.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit 3 is the amended Exhibit F (4(2) Certification Form) to the Motion.

Dated: June 24, 2013  
New York, New York

/s/ Andrew G. Dietderich  
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Counsel to the Debtors and Debtors in  
Possession

**EXHIBIT 1**

**Amended Proposed Order**

**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. 12-10202 (ALG)
Debtors. )	(Jointly Administered)
_____ )	

**ORDER (A) APPROVING PROCEDURES FOR RIGHTS  
OFFERINGS AND (B) AUTHORIZING THE DEBTORS TO CONDUCT  
THE RIGHTS OFFERINGS IN CONNECTION WITH THE  
FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION  
OF EASTMAN KODAK COMPANY AND ITS DEBTOR AFFILIATES**

Upon the motion (the “**Motion**”)<sup>2</sup> 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 entry of an order (this “**Order**”) approving certain Rights Offerings Procedures and Rights ~~Exercise~~Offerings Forms; 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 this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in

<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.

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

accordance with the Bankruptcy Rules, the Local Rules and the Case Management Procedures for these chapter 11 cases, and that, except as otherwise ordered herein, no other or further notice is necessary; and any objections (if any) to the Motion having been withdrawn or overruled on the merits; 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 Debtors are authorized to commence and conduct the Rights

Offerings in accordance with the Rights Offerings Procedures, the Backstop Commitment Agreement and the Amended Plan.

3. The Rights Offerings Procedures attached hereto as Exhibit 1 and Exhibit 2, and incorporated herein by reference, are fair and reasonable and are hereby approved.

4. The Rights ~~Exercise~~Offerings Forms attached hereto as Exhibit 3, Exhibit 4 and Exhibit 5, and incorporated herein by reference, provide sufficient information to enable each interested 1145 Eligible Participant and 4(2) Eligible Participant (as applicable) to duly participate in the Rights Offerings.

5. The following dates and deadlines for the implementation of the Rights Offerings, as provided in the Rights Offerings Procedures, are reasonable and appropriate and allow a reasonable amount of time for 1145 Eligible Participants and 4(2) Eligible Participants to make an informed decision regarding whether to exercise their 1145 Rights or 4(2) Rights (as applicable), and such dates and deadlines are hereby approved and established, subject to modification by the Debtors with the reasonable consent of the Creditors' Committee and the Requisite Backstop Parties:

- **Record Date for 1145 Rights Exercise Form Distribution: June 18, 2013.** The date as of which a Person must have been a holder of a General Unsecured Claim or Retiree

Settlement Unsecured Claim in order to receive an 1145 Rights Exercise Form on the 1145 Rights Offering Commencement Date (as defined below).

- **Distribution of 4(2) Certification Forms: no later than June 28, 2013.** The date on which the Subscription Agent (as defined below) will distribute the 4(2) Certification Form to creditors identified by the Debtors and the Subscription Agent as potential 4(2) Eligible Participants.
- **1145 Rights Offering Commencement Date: no later than July 8, 2013.** The date on which the 1145 Rights Exercise Form is first mailed or otherwise made available to 1145 Eligible Participants.
- **4(2) Certification Date: July 19, 2013, at 5:00 p.m. (Eastern Time).** Deadline to confirm qualification as a 4(2) Eligible Participant by completing and submitting the 4(2) Certification Form to the Subscription Agent (as defined below). A 4(2) Eligible Participant must have held the requisite amount of General Unsecured Claims and/or Retiree Settlement Unsecured Claims as of April 30, 2013, or must be a Backstop Party.
- **4(2) Rights Offering Commencement Date: no later than July 23, 2013.** The date on which the 4(2) Rights Exercise Form is first mailed or otherwise made available to 4(2) Eligible Participants.
- **Claim Determination Date: July 26, 2013.** The date as of which the amount of an 1145 Eligible Participant's 1145 Eligible Claims, or a 4(2) Eligible Participant's 4(2) Eligible Claims, is fixed (to the extent not previously fixed) for purposes of the Rights Offerings Procedures.
- **Rights Offerings Expiration Date: August 9, 2013, at 5:00 p.m. (Eastern Time).** Expiration date of Rights Offerings and deadline to exercise 1145 Rights and 4(2) Rights and submit payment for 1145 Rights Offering Shares and 4(2) Rights Offering Shares. Unless duly exercised on or before the Rights Offerings Expiration Date in accordance with the Rights Offerings Procedures, all 1145 Rights and 4(2) Rights will expire.

6. The Debtors' designation of Kurtzman Carson Consultants LLC as the Subscription Agent for the Rights Offerings is hereby approved.

7. Neither the Debtors nor any 1145 Eligible Participant or 4(2) Eligible Participant shall be deemed to have made any admission or waiver as to the ultimate allowed amount of any Claim by virtue of participation in the Rights Offerings.

8. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

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

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

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

Dated: \_\_\_\_\_, 2013  
New York, New York

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Allan L. Gropper  
United States Bankruptcy Judge

**EXHIBIT 2**

**Amended 4(2) Rights Offering Procedures**



**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. 12-10202 (ALG)
Debtors.	}	(Jointly Administered)

Whereas, on June 18, 2013, Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) filed the *First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and its Debtor Affiliates* (as may be amended, modified or supplemented from time to time, the “**Amended Plan**”) and on June [●], 2013, the Debtors filed the *First Amended Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the “**Amended Disclosure Statement**”);<sup>2</sup>

Whereas, on June [●], 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) entered an order (the “**Rights Offerings Procedures Order**”) approving, among other things, these procedures (these “**4(2) Rights Offering Procedures**”) for the conduct of, and participation in, a rights offering contemplated by, and to be implemented by the Debtors pursuant to, the Amended Plan (the “**4(2) Rights Offering**”, and together with the 1145 Rights Offering to be conducted pursuant to the Amended Plan, the “**Rights Offerings**”);<sup>3</sup> and

Whereas, the Debtors and the Backstop Parties have entered into a backstop commitment agreement (the “**Backstop Commitment Agreement**”), dated as of June 18, 2013, pursuant to which the Backstop Parties have agreed, subject to the terms and conditions therein, to purchase any 4(2) Rights Offering Unsubscribed Shares (as defined below).

The Debtors have designated Kurtzman Carson Consultants LLC as the subscription agent for the 4(2) Rights Offering (the “**Subscription Agent**”). All questions relating to these

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Amended Plan.

<sup>3</sup> Parties eligible to participate in the 1145 Rights Offering will receive separate procedures for participation therein.

procedures, other documents associated with the 4(2) Rights Offering or the requirements for participating in the 4(2) Rights Offering should be directed to the Subscription Agent at:

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
(877) 833-4150**

**These 4(2) Rights Offering Procedures have been approved by the Bankruptcy Court pursuant to the Rights Offerings Procedures Order.**

**The 4(2) Rights Offering, the distribution of each 4(2) Right and the issuance of each 4(2) Rights Offering Share are being conducted under the Amended Plan.**

**Each 4(2) Right and 4(2) Rights Offering Share is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 4(2) thereof and/or Regulation D thereunder.**

**None of the 4(2) Rights distributed in connection with these 4(2) Rights Offering Procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no 4(2) Rights may be sold or transferred.**

**None of the 4(2) Rights Offering Shares have been registered or (except with respect to the Backstop Parties) will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and (except with respect to the Backstop Parties) no 4(2) Rights Offering Shares may be sold or transferred except pursuant to the exemption from registration under the Securities Act provided by Rule 144 thereunder, when available.**

**Except with respect to the Backstop Parties, each 4(2) Rights Offering Share issued upon exercise of a 4(2) Right, and each certificate issued in exchange for or upon the transfer, sale or assignment of any such 4(2) Rights Offering Share, shall be stamped or otherwise imprinted with a legend in substantially the following form:**

**“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE ACT PROVIDED BY RULE 144 THEREUNDER, WHEN AVAILABLE.”**

**The 4(2) Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not**

**liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.**

**Please refer to Section [●] of the Amended Disclosure Statement and Article 5.8 of the Amended Plan for information regarding the issuance of New Common Stock pursuant to the Amended Plan, including applicable transfer restrictions. For a copy of the Amended Disclosure Statement or the Amended Plan, please contact the Subscription Agent or see the Debtors' restructuring website at (<http://www.kccllc.net/kodak>).**

## **1. Overview of the 4(2) Rights Offering**

Rights (the “**4(2) Rights**”) to purchase shares of New Common Stock in the 4(2) Rights Offering (the “**4(2) Rights Offering Shares**”) at a price per share equal to \$11.94 (the “**Per Share Price**”) are being distributed to the 4(2) Eligible Participants (as defined below) as pre-confirmation distributions under the Amended Plan and in conjunction with the Debtors' solicitation of votes to accept or reject the Amended Plan.

The aggregate number of 4(2) Rights Offering Shares (the “**Aggregate 4(2) Share Amount**”) will be determined based on the results of the 1145 Rights Offering, and shall be equal to the difference between (i) 34,000,000, *minus* (ii) the number of shares of New Common Stock duly purchased in the 1145 Rights Offering.

Each 4(2) Eligible Participant has the right, but not the obligation, to purchase all or a portion of its 4(2) Primary Shares (as defined below), subject to the 4(2) Reallocation (as defined below).

In addition, in accordance with the Overallotment Procedures (as defined below), (x) each Backstop Party that duly subscribes and pays for all of its 4(2) Primary Shares has the right, but not the obligation, to duly subscribe for Backstop Party Overallotment Shares (as defined below) and (y) each 4(2) Eligible Participant that duly subscribes and pays for all of its 4(2) Primary Shares also has the right, but not the obligation, to subscribe for 4(2) Overallotment Shares (as defined below).

### ***Eligible Participants***

Only 4(2) Eligible Participants may participate in the 4(2) Rights Offering.

A Holder of General Unsecured Claims and/or Retiree Settlement Unsecured Claims (other than the Backstop Parties) that does not duly complete, execute and timely deliver a 4(2) Certification Form to the Subscription Agent on or before the 4(2) Certification Date cannot participate in the 4(2) Rights Offering.

A “**4(2) Eligible Participant**” means a Person that (a)(x) is a Backstop Party or (y) duly completes, executes and timely delivers the 4(2) Certification Form to the Subscription Agent on or before the 4(2) Certification Date and (b) is the beneficial owner of a 4(2) Eligible Claim on the Effective Date.

The “**4(2) Certification Date**” means July 19, 2013 at 5:00 p.m. (Eastern Time), or such later date as the Debtors may determine in consultation with the Creditors’ Committee and the Requisite Backstop Parties.

The “**4(2) Certification Form**” means a certification form executed by a Person confirming that such Person (a) is either a “qualified institutional buyer” or an “accredited investor” within the meaning of Rule 144A or Rule 501(a) of the Securities Act of 1933 (as amended from time to time, the “**Securities Act**”), respectively, and (b) as of ~~April 30~~June 17, 2013 and on the 4(2) Certification Date, beneficially owned General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than (x) in the case of a “qualified institutional buyer”, \$100,000 or (y) in the case of an “accredited investor”, \$500,000.

### ***The 4(2) Rights Exercise Form***

In order to exercise 4(2) Rights, a 4(2) Eligible Participant must duly complete and timely deliver the enclosed rights exercise form (the “**4(2) Rights Exercise Form**”), along with its Subscription Purchase Price (as defined below) in accordance with these 4(2) Rights Offering Procedures.

The 4(2) Rights Exercise Form indicates the Per Share Price payable in connection with the exercise of the 4(2) Rights.

### ***Determination of a 4(2) Eligible Participant’s 4(2) Primary Shares***

Prior to the implementation of the Overallotment Procedures, if applicable, each 4(2) Eligible Participant shall be entitled to subscribe for that number of 4(2) Rights Offering Shares equal to the product (rounded down to the nearest whole share) of (a) the resulting quotient of (x) the aggregate amount of 4(2) Eligible Claims beneficially owned by such 4(2) Eligible Participant *divided by* (y) \$1.82 billion,<sup>4</sup> *multiplied by* (b) the Aggregate 4(2) Share Amount (such number of shares, the “**4(2) Primary Shares**”).

A “**4(2) Eligible Claim**” means (a) a Retiree Settlement Unsecured Claim, (b) an Unsecured Notes Claim equal to or greater than \$10,000 in principal amount or (c) any other General Unsecured Claim in an amount, determined as of July 26, 2013 (or such later date as the Debtors may determine in consultation with the Creditors’ Committee and the Requisite Backstop Parties, the “**4(2) Claim Determination Date**”), (x) equal to the amount on account of which such Claim is eligible to vote to accept or reject the Amended Plan (as determined in accordance with the Solicitation Procedures Order) or (y) in such other amount as the Debtors, the Creditors’ Committee and the Requisite Backstop Parties may collectively agree.

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<sup>4</sup> This amount represents the Debtors’ good faith estimate, as reasonably consented to by the Creditors’ Committee and the Requisite Backstop Parties, of the amount of 4(2) Eligible Claims held by 4(2) Eligible Holders (as determined without regard to whether a Person has duly completed and submitted a 4(2) Certification Form).

### *Overallotment Procedures*

If any 4(2) Rights Offering Shares remain available for subscription after giving effect to duly subscribed for and purchased 4(2) Primary Shares (such number of remaining shares, the “**Initial Overallotment Shares**”), the Subscription Agent shall employ the overallotment procedures described below (the “**Overallotment Procedures**”).

First, the Backstop Parties that have duly subscribed for and purchased 100 percent of their respective 4(2) Primary Shares shall have the right to purchase, in addition to such Backstop Parties’ 4(2) Primary Shares, 10,000,000 Initial Overallotment Shares, which shall be allocated among such Backstop Parties based upon their (and, without duplication, their affiliates’) respective Backstop Commitment Percentages (as defined in the Backstop Commitment Agreement) or in any other manner as all such Backstop Parties shall agree (such Shares, the “**Backstop Party Overallotment Shares**”); provided, however, that if the number of Initial Overallotment Shares is less than 10,000,000, the number of 4(2) Primary Shares duly subscribed for and purchased by each 4(2) Eligible Participant shall be reduced on a pro rata basis such that the number of Initial Overallotment Shares equals 10,000,000 (the “**4(2) Reallocation**”).

Second, if any 4(2) Rights Offering Shares remain available for subscription after giving effect to the aggregate number of duly subscribed for and purchased 4(2) Primary Shares and Backstop Party Overallotment Shares (such number of remaining shares, the “**4(2) Remaining Overallotment Shares**”), each 4(2) Eligible Participant that has duly subscribed for and purchased 100 percent of its 4(2) Primary Shares (each, a “**4(2) Eligible Overallotment Participant**”) also may elect to subscribe for and purchase that number of 4(2) Remaining Overallotment Shares equal to the product (rounded down to the nearest whole share) of (a) the resulting quotient of (x) the aggregate amount of 4(2) Eligible Claims beneficially owned by such 4(2) Eligible Overallotment Participant *divided by* (y) \$1.82 billion,<sup>5</sup> *multiplied by* (b) the aggregate number of 4(2) Remaining Overallotment Shares (such number of shares being the “**4(2) Overallotment Shares**”; and any remaining unsubscribed and unpaid for shares being the “**4(2) Rights Offering Unsubscribed Shares**”).

Notwithstanding any contrary provision in the Amended Plan, these 4(2) Rights Offering Procedures or the Backstop Commitment Agreement, the Debtors shall not be required to accept the exercise of 4(2) Rights to purchase any Backstop Party Overallotment Shares or 4(2) Overallotment Shares if the Debtors have requested, but not received, reasonable assurances that such exercise will not result in any Person becoming the “beneficial owner”, for purposes of Rule 13d-3 under the Securities Exchange Act (as amended from time to time) of 50 percent or more of the issued and outstanding New Common Stock on the Effective Date after giving effect to the Amended Plan.

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<sup>5</sup> This amount represents the Debtors’ good faith estimate, as reasonably consented to by the Creditors’ Committee and the Requisite Backstop Parties, of the amount of 4(2) Eligible Claims held by 4(2) Eligible Holders (as determined without regard to whether a Person has duly completed and submitted a 4(2) Certification Form).

*Restrictions on Transfer of 4(2) Rights and 4(2) Eligible Claims*

**THE 4(2) RIGHTS ARE NOT TRANSFERABLE OR DETACHABLE FROM 4(2) ELIGIBLE CLAIMS.**

**IF ANY PORTION OF A 4(2) ELIGIBLE CLAIM IS OR HAS BEEN TRANSFERRED AFTER THE 4(2) CERTIFICATION DATE, THE CORRESPONDING 4(2) RIGHTS WILL BE CANCELLED, AND NEITHER THE TRANSFEROR NOR THE TRANSFEREE OF SUCH 4(2) ELIGIBLE CLAIM WILL RECEIVE 4(2) RIGHTS OFFERING SHARES IN CONNECTION WITH SUCH TRANSFERRED 4(2) ELIGIBLE CLAIM.**

*No Fractional Shares*

No fractional shares of New Common Stock will be issued.

All 4(2) Rights Offering Shares issued in the 4(2) Rights Offering will be rounded down to the nearest whole share.

No compensation shall be paid in respect of such adjustment.

**2. Duration of the 4(2) Rights Offering**

The 4(2) Rights Offering will commence on the day upon which the 4(2) Rights Exercise Form is first mailed or made available to 4(2) Eligible Participants (the “**4(2) Rights Offering Commencement Date**”), which the Debtors estimate to be no later than July 23, 2013.

The 4(2) Rights Offering will expire at 5:00 p.m. (Eastern Time) on August 9, 2013, (the “**4(2) Rights Offering Expiration Date**”).

Each 4(2) Eligible Participant intending to participate in the 4(2) Rights Offering must affirmatively make a binding election to exercise its 4(2) Rights on or prior to the 4(2) Rights Offering Expiration Date, and submit payment by wire transfer of immediately available funds for all duly subscribed for 4(2) Rights Offering Shares, including any Backstop Party Overallotment Shares and 4(2) Overallotment Shares, so that such payment is actually received by the Subscription Agent on or prior to the 4(2) Rights Offering Expiration Date.

To facilitate the exercise of the 4(2) Rights, the Debtors will mail or cause to be mailed the 4(2) Rights Exercise Form (i) on the 4(2) Rights Offering Commencement Date, to each 4(2) Eligible Participant or (ii) within three (3) Business Days of the 4(2) Claim Determination Date, to each 4(2) Eligible Participant whose 4(2) Eligible Claim increases prior to the 4(2) Claim Determination Date, together with a copy of these 4(2) Rights Offering Procedures and a set of instructions for the proper completion, due execution and timely delivery of the 4(2) Rights Exercise Form and payment of the Subscription Purchase Price to the Subscription Agent.

### 3. 4(2) Rights Offering Unsubscribed Shares

The Backstop Parties have agreed to purchase all 4(2) Rights Offering Unsubscribed Shares pursuant to and in accordance with the Backstop Commitment Agreement.

### 4. Exercise of 4(2) Rights

In order to participate in the 4(2) Rights Offering, each 4(2) Eligible Participant must affirmatively make a binding election to exercise all or a portion of its 4(2) Rights on or prior to the 4(2) Rights Offering Expiration Date. The exercise of the 4(2) Rights shall be irrevocable unless the 4(2) Rights Offering is not consummated by November 4, 2013.

Each 4(2) Eligible Participant (other than the Backstop Parties) is entitled to participate in the 4(2) Rights Offering solely to the extent of its 4(2) Eligible Claims.

In order to exercise 4(2) Rights, each 4(2) Eligible Participant must submit a 4(2) Rights Exercise Form indicating the whole number of 4(2) Primary Shares and, if applicable, Backstop Party Overallotment Shares and 4(2) Overallotment Shares, that such 4(2) Eligible Participant elects to purchase, along with payment by wire transfer of immediately available funds of a “**Subscription Purchase Price**” equal to the product of (a) the number of 4(2) Rights Offering Shares such 4(2) Eligible Participant elects to purchase multiplied by (b) the Per Share Price, so that the 4(2) Rights Exercise Form and the payment of the Subscription Purchase Price are actually received by the Subscription Agent on or before the 4(2) Rights Offering Expiration Date in accordance with these 4(2) Rights Offering Procedures.

To the extent a 4(2) Eligible Participant duly elects to purchase more than its number of 4(2) Primary Shares, such 4(2) Eligible Participant will be deemed to have elected to purchase all of its 4(2) Primary Shares and an additional number of Backstop Party Overallotment Shares and/or 4(2) Overallotment Shares, as applicable, equal to the difference between (a) the number of 4(2) Rights Offering Shares duly subscribed by such 4(2) Eligible Participant *minus* (b) such 4(2) Eligible Participant’s number of 4(2) Primary Shares.

Any difference between the Subscription Purchase Price actually paid by any 4(2) Eligible Participant and the amount duly payable by such 4(2) Eligible Participant to purchase 4(2) Rights Offering Shares shall be refunded to such 4(2) Eligible Participant, without interest, as soon as reasonably practicable after refund amounts are determined by the Subscription Agent, provided that the Subscription Agent shall use commercially reasonable efforts to refund such amounts no later than ten (10) Business Days after the 4(2) Rights Offering Expiration Date.

### *Deemed Representations and Acknowledgements*

Any Person exercising any 4(2) Rights is deemed to have made the following representations and acknowledgements: such Person

- (i) is a 4(2) Eligible Participant;

(ii) recognizes and understands that the 4(2) Rights are not transferable or detachable from 4(2) Eligible Claims, and may only be exercised by a 4(2) Eligible Participant;

(iii) will not accept a distribution of New Common Stock offered pursuant to the 4(2) Rights Offering with respect to a 4(2) Eligible Claim if, at the time of such distribution, it does not own such 4(2) Eligible Claim;

(iv) by its acceptance of a distribution of New Common Stock with respect to a 4(2) Eligible Claim, will be deemed to be the owner of such 4(2) Eligible Claim;

(v) agrees that if it transfers any portion of its 4(2) Eligible Claim, the corresponding 4(2) Rights will be cancelled, and neither such 4(2) Eligible Participant nor the transferee of such 4(2) Eligible Claim will receive 4(2) Rights Offering Shares in connection with such transferred 4(2) Eligible Claim;

(vi) acknowledges and agrees that, except with respect to the Backstop Parties, the 4(2) Rights Offering Shares may not be offered or sold except pursuant to the exemption from registration under the Securities Act provided by Rule 144 thereunder, when available, and that the Debtors expect the Rule 144 exemption will not be available for at least six months after the Effective Date;

(vii) acknowledges that Rule 144 provides for certain restrictions on the sale of securities of an issuer by “affiliates” of the issuer, as defined therein, including restrictions on the volume of securities sold and the manner of such sale, and the requirement to file notice of certain sales with the Securities and Exchange Commission;

(viii) acknowledges and agrees that the 4(2) Rights Offering Shares will be in certificated form and shall bear a restrictive legend, and that the Reorganized Debtors reserve the right to require certification or other evidence of compliance with Rule 144 as a condition to the removal of such legend or any transfer of any such 4(2) Rights Offering Shares; and

(ix) acknowledges and agrees that the Reorganized Debtors reserve the right to stop any transfer of 4(2) Rights Offering Shares if such transfer is not in compliance with Rule 144.

### ***Failure to Exercise 4(2) Rights***

**Unexercised 4(2) Rights will be cancelled on the 4(2) Rights Offering Expiration Date.** A 4(2) Eligible Participant shall be deemed to have relinquished and waived all rights to participate in the 4(2) Rights Offering to the extent the Subscription Agent for any reason does not receive from a 4(2) Eligible Participant, on or before the 4(2) Rights Offering Expiration Date, (i) a duly completed 4(2) Rights Exercise Form and (ii) immediately available funds by wire transfer for the Subscription Purchase Price with respect to such 4(2) Eligible Participant’s 4(2) Rights.

Any attempt to exercise any 4(2) Rights after the 4(2) Rights Offering Expiration Date shall be null and void and the Debtors shall not honor any 4(2) Rights Exercise Form or other documentation received by the Subscription Agent relating to such purported exercise after the



4(2) Rights Offering Expiration Date, regardless of when such 4(2) Rights Exercise Form or other documentation was sent.

*The method of delivery of the 4(2) Rights Exercise Form and any other required documents by each 4(2) Eligible Participant is at such 4(2) Eligible Participant's option and sole risk, and delivery will be considered made only when such 4(2) Rights Exercise Form and other documentation are actually received by the Subscription Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery prior to the 4(2) Rights Offering Expiration Date.*

### *Disputes, Waivers, and Extensions*

Any and all disputes concerning the timeliness, viability, form and eligibility of any exercise of 4(2) Rights shall be addressed in good faith by the Debtors, in consultation with the Creditors' Committee. Any determination made by the Debtors with respect to such disputes shall be final and binding. The Debtors, in consultation with the Creditors' Committee, may (i) waive any defect or irregularity, or permit such a defect or irregularity to be corrected, within such times as the Debtors may determine in consultation with the Creditors' Committee to be appropriate, or (ii) reject the purported exercise of any 4(2) Rights for which the 4(2) Rights Exercise Form, the exercise thereof and/or payment of the Subscription Purchase Price includes defects or irregularities.

4(2) Rights Exercise Forms shall be deemed not to have been properly completed until all defects and irregularities have been waived or cured within such time as the Debtors determine in their reasonable discretion and in good faith in consultation with the Creditors' Committee. The Debtors reserve the right, but are under no obligation, to give notice to any 4(2) Eligible Participant regarding any defect or irregularity in connection with any purported exercise of 4(2) Rights by such 4(2) Eligible Participant. The Debtors may, but are under no obligation to, permit such defect or irregularity in any 4(2) Rights Exercise Form to be cured; provided, however, that none of the Debtors (including any of their respective officers, directors, employees, agents or advisors) or the Subscription Agent shall incur any liability for any failure to give such notification.

The Debtors may extend the 4(2) Rights Offering Expiration Date, from time to time, with the consent of the Creditors' Committee and the Requisite Backstop Parties (such consent not to be unreasonably withheld, conditioned or delayed). The Debtors shall promptly notify the 4(2) Eligible Participants in writing of such extension and of the date of the new 4(2) Rights Offering Expiration Date.

### *Funds*

All funds (the "**4(2) Rights Offering Funds**") in connection with a 4(2) Eligible Participant's exercise of 4(2) Rights pursuant to these 4(2) Rights Offering Procedures shall be deposited when made and held in escrow by the Subscription Agent pending the Effective Date of the Amended Plan in an account or accounts (a) which shall be separate and apart from the Subscription Agent's general operating funds and from any other funds subject to any lien or any

cash collateral arrangements and (b) which segregated account or accounts will be maintained for the sole purpose of holding the 4(2) Rights Offering Funds for administration of the 4(2) Rights Offering.

The Subscription Agent shall not use the 4(2) Rights Offering Funds for any purpose other than to release such funds as directed by the Debtors pursuant to the Amended Plan on the Effective Date and shall not encumber or permit the 4(2) Rights Offering Funds to be encumbered by any lien or similar encumbrance. No interest will be paid to 4(2) Eligible Participants on account of any 4(2) Rights Offering Funds or other amounts paid in connection with their exercise of 4(2) Rights under any circumstances. The 4(2) Rights Offering Funds shall not be property of the Debtors' estates until the occurrence of the Effective Date.

All exercises of 4(2) Rights are subject to and conditioned upon confirmation of the Amended Plan and the occurrence of the Effective Date. In the event that the Amended Plan is not confirmed and consummated on or prior to November 4, 2013, all 4(2) Rights Offering Funds held by the Subscription Agent will be refunded, without interest, to each respective 4(2) Eligible Participant as soon as reasonably practicable.

#### ***4(2) Eligible Participant Release***

Upon the Effective Date of the Amended Plan, each 4(2) Eligible Participant that elects to exercise 4(2) Rights shall be deemed, by virtue of such election, to have waived and released, to the fullest extent permitted under applicable law, all rights, claims or causes of action against the Debtors, Reorganized Debtors, the Creditors' Committee, the Backstop Parties and the Subscription Agent, and each of their respective affiliates, officers, directors, counsel and advisors, arising out of or related to the 4(2) Rights Offering and the receipt, delivery, disbursements, calculations, transmission or segregation of cash, 4(2) Rights and 4(2) Rights Offering Shares, except to the extent such rights, claims or causes of action arise from any act of gross negligence or willful or intentional misconduct or fraud.

#### **5. Exemption From Securities Act Registration**

Each 4(2) Right and 4(2) Rights Offering Share is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption provided in section 4(2) thereof and/or Regulation D promulgated thereunder.

None of the 4(2) Rights distributed in connection with these 4(2) Rights Offering Procedures have been or, except with respect to the Backstop Parties, will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no 4(2) Rights may be sold or transferred.

None of the 4(2) Rights Offering Shares have been registered or (except with respect to the Backstop Parties) will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and, except with respect to the Backstop Parties, no 4(2) Rights Offering Shares may be sold or transferred except pursuant to the exemption from registration under the Securities Act provided by Rule 144 thereunder, when available.

All 4(2) Rights Offering Shares will be issued in certificated form. Except with respect to the Backstop Parties, each certificate representing or issued in exchange for or upon the transfer, sale or assignment of any 4(2) Rights Offering Share, shall be stamped or otherwise imprinted with a legend in substantially the following form:

**“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE ACT PROVIDED BY RULE 144 THEREUNDER, WHEN AVAILABLE.”**

Please refer to Section [●] of the Amended Disclosure Statement and Article 5.8 of the Amended Plan for a more detailed discussion regarding the issuance of New Common Stock pursuant to the Amended Plan, including applicable transfer restrictions.

## **6. Subsequent Adjustments**

If, prior to the 4(2) Claim Determination Date, the amount of a 4(2) Eligible Participant's 4(2) Eligible Claim increases, such holder will receive additional 4(2) Rights which may be exercised prior to the 4(2) Rights Offering Expiration Date, entitling such 4(2) Eligible Participant to purchase additional 4(2) Rights Offering Shares.

If more than the total number of 4(2) Rights Offering Shares is duly subscribed for pursuant to these 4(2) Rights Offering Procedures, the number of 4(2) Primary Shares each 4(2) Eligible Participant may duly subscribe to purchase shall be reduced *pro rata* such that the total number of shares duly subscribed for equals the Aggregate 4(2) Share Amount.

Any difference between the Subscription Purchase Price actually paid by any 4(2) Eligible Participant and the amount duly payable by such 4(2) Eligible Participant to purchase 4(2) Rights Offering Shares pursuant to the exercise of 4(2) Rights shall be refunded to such 4(2) Eligible Participant, without interest, as soon as reasonably practicable after refund amounts are determined by the Subscription Agent, provided that the Subscription Agent shall use commercially reasonable efforts to refund such amounts no later than ten (10) Business Days after the 4(2) Rights Offering Expiration Date.

## **7. 4(2) Rights Offering Conditioned Upon Plan Confirmation; Reservation of Rights**

All exercises of 4(2) Rights are subject to and conditioned upon the confirmation of the Amended Plan and the occurrence of the Effective Date.

Notwithstanding anything contained herein, the Amended Disclosure Statement or the Amended Plan to the contrary, the Debtors, with the consent of the Creditors' Committee and the Requisite Backstop Parties (such consent not to be unreasonably withheld, conditioned or delayed), reserve the right to adopt additional procedures to more efficiently administer the 4(2) Rights Offering or make such other changes to the 4(2) Rights Offering, including the criteria for

eligibility to participate in the 4(2) Rights Offering, as necessary in the Debtors' or Reorganized Debtors' business judgment to more efficiently administer the distribution and exercise of the 4(2) Rights, or to comply with applicable law.

#### **8. Inquiries and Transmittal of Documents; Subscription Agent**

Questions relating to these 4(2) Rights Offering Procedures, the proper completion of the 4(2) Rights Exercise Form or any of the requirements for exercising 4(2) Rights or otherwise participating in the 4(2) Rights Offering, should be directed to the Subscription Agent at:

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
(877) 833-4150**

All documents relating to the 4(2) Rights Offering are available from the Subscription Agent as set forth herein. In addition, such documents, together with all filings made with the Bankruptcy Court in these chapter 11 cases, are available free of charge from the Debtors' restructuring website (<http://www.kccllc.net/kodak>).

**Before electing to participate in the 4(2) Rights Offering, all 4(2) Eligible Participants should review the Amended Disclosure Statement (including the risk factors described in the section entitled "Additional Factors to be Considered Prior to Voting" and the section entitled "4(2) Securities – Subsequent Transfers") and the Amended Plan in addition to these 4(2) Rights Offering Procedures and the instructions contained in the 4(2) Rights Exercise Form.**

**4(2) Eligible Participants may wish to seek legal advice concerning the 4(2) Rights Offering.**

**These 4(2) Rights Offering Procedures and the accompanying 4(2) Rights Exercise Form should be read carefully and the instructions therein must be strictly followed. The risk of non-delivery of any documents sent or payments remitted to the Subscription Agent in connection with the exercise of 4(2) Rights lies solely with 4(2) Eligible Participants, and shall not fall on the Debtors, Reorganized Debtors or any of their respective officers, directors, employees, agents or advisors, including the Subscription Agent, under any circumstance whatsoever.**

**EXHIBIT 3**

**Amended 4(2) Certification Form**

**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. 12-10202 (ALG)
Debtors.	)				(Jointly Administered)
	)				

**CERTIFICATION FORM**

On January 19, 2012, Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). On June 18, 2013, the Debtors filed the *First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and its Debtor Affiliates* ~~[Docket No. ●]~~ (as may be amended, modified or supplemented from time to time, the “**Amended Plan**”) and on June [●], 2013 the Debtors filed the *First Amended Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the “**Amended Disclosure Statement**”).<sup>2</sup>

This certification form (this “**4(2) Certification Form**”) is being sent to you pursuant to the order (the “**Rights Offerings Procedures Order**”) entered on June [●], 2013 by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), approving, among other things, procedures (the “**4(2) Rights Offering Procedures**”) for the conduct of, and participation in, a rights offering contemplated by, and to be implemented by the Debtors pursuant to the Amended Plan (the “**4(2) Rights Offering**”).

Pursuant to the 4(2) Rights Offering Procedures and the Amended Plan, rights (the “**4(2) Rights**”) to purchase shares of New Common Stock (the “**4(2) Rights Offering Shares**”) in the 4(2) Rights Offering will be distributed to the 4(2) Eligible Participants (as defined below) as

<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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Amended Plan.

pre-confirmation distributions under the Amended Plan and in conjunction with the Debtors' solicitation of votes to accept or reject the Amended Plan.

**This 4(2) Certification Form is not an offer to buy or a solicitation of an offer to purchase any 4(2) Rights or 4(2) Rights Offering Shares. Any such offer will be made solely by means of a 4(2) Rights Exercise Form to be mailed at a future date to 4(2) Eligible Participants.**

**The 4(2) Rights Offering Procedures have been approved by the Bankruptcy Court pursuant to the Rights Offerings Procedures Order.**

**The 4(2) Rights Offering, the distribution of each 4(2) Right and the issuance of each 4(2) Rights Offering Share will be conducted under the Amended Plan.**

**Each 4(2) Right and 4(2) Rights Offering Share will be distributed and issued by the Debtors without registration under the Securities Act of 1933 (as amended from time to time, the "Securities Act"), in reliance upon the exemption provided in section 4(2) thereof and/or Regulation D thereunder.**

**None of the 4(2) Rights to be distributed in connection with the 4(2) Rights Offering Procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no 4(2) Rights may be sold or transferred.**

**None of the 4(2) Rights Offering Shares have been registered or (except with respect to the Backstop Parties) will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and (except with respect to the Backstop Parties) no 4(2) Rights Offering Shares may be sold or transferred except pursuant to the exemption from registration under the Act provided by Rule 144 thereunder, when available.**

**Except with respect to the Backstop Parties, each 4(2) Rights Offering Share to be issued upon exercise of a 4(2) Right, and each certificate to be issued in exchange for or upon the transfer, sale or assignment of any such 4(2) Rights Offering Share, shall be stamped or otherwise imprinted with a legend in substantially the following form:**

**"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE ACT PROVIDED BY RULE 144 THEREUNDER, WHEN AVAILABLE.**

**The 4(2) Rights Offering will be conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with**

**the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.**

**Please refer to Section [●] of the Amended Disclosure Statement and Article 5.8 of the Amended Plan for a more detailed discussion regarding the issuance of New Common Stock pursuant to the Amended Plan, including applicable transfer restrictions.**

A “**4(2) Eligible Participant**” means a Person that (a)(x) is a Backstop Party or (y) duly completes and timely delivers this 4(2) Certification Form to the Subscription Agent (as defined below) on or before 5:00 p.m. (Eastern Time) on **July 19, 2013** (the “**4(2) Certification Date**”), certifying that such Person (i) is either a “qualified institutional buyer” or an “accredited investor” within the meaning of Rule 144A or Rule 501(a) of the Securities Act, respectively, and (ii) as of ~~April 30~~June 17, 2013 and on the 4(2) Certification Date, beneficially owned General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than (1) in the case of a “qualified institutional buyer”, \$100,000 or (2) in the case of an “accredited investor”, \$500,000 and (b) is the beneficial owner of a 4(2) Eligible Claim on the Effective Date.

A “**4(2) Eligible Claim**” means (a) a Retiree Settlement Unsecured Claim, (b) an Unsecured Notes Claim or (c) any other General Unsecured Claim in an amount, determined as of the 4(2) Claim Determination Date (as defined in the 4(2) Rights Offering Procedures), (x) equal to the amount on account of which such Claim is eligible to vote to accept or reject the Amended Plan (as determined in accordance with the Solicitation Procedures Order) or (y) in such other amount as the Debtors, the Creditors’ Committee and the Requisite Backstop Parties may collectively agree.

Each 4(2) Eligible Participant will receive a copy of the 4(2) Rights Offering Procedures and a 4(2) Rights Exercise Form for the purpose of participating in the 4(2) Rights Offering.

#### **IMPORTANT NOTICE**

**IN ORDER FOR HOLDERS OF GENERAL UNSECURED CLAIMS AND/OR RETIREE SETTLEMENT UNSECURED CLAIMS (OTHER THAN BACKSTOP PARTIES) TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING, SUCH CREDITORS MUST COMPLETE AND RETURN THIS 4(2) CERTIFICATION FORM TO KURTZMAN CARSON CONSULTANTS, LLC, THE SUBSCRIPTION AGENT DESIGNATED BY THE DEBTORS FOR THE 4(2) RIGHTS OFFERING (THE “SUBSCRIPTION AGENT”) AT THE ADDRESS SET FORTH BELOW, CERTIFYING THAT SUCH CREDITOR IS A QUALIFIED INSTITUTIONAL BUYER AND/OR ACCREDITED INVESTOR, AND THAT AS OF ~~APRIL 30~~JUNE 17, 2013 AND ON THE 4(2) CERTIFICATION DATE, SUCH CREDITOR BENEFICIALLY OWNED GENERAL UNSECURED CLAIMS AND/OR RETIREE SETTLEMENT UNSECURED CLAIMS IN AN AGGREGATE FACE AMOUNT NOT LESS THAN (A) IN THE CASE OF A “QUALIFIED INSTITUTIONAL BUYER”, \$100,000 OR (B) IN THE CASE OF AN “ACCREDITED INVESTOR”, \$500,000.**



**THIS 4(2) CERTIFICATION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE 5:00 PM (EASTERN TIME) ON JULY 19, 2013.**

**THE 4(2) RIGHTS ARE NOT TRANSFERABLE, ASSIGNABLE OR DETACHABLE FROM 4(2) ELIGIBLE CLAIMS.**

**HOLDERS OF CLAIMS AGAINST THE DEBTORS (OTHER THAN BACKSTOP PARTIES) THAT FAIL TO DULY COMPLETE AND TIMELY SUBMIT THIS 4(2) CERTIFICATION FORM BY THE 4(2) CERTIFICATION DATE WILL BE CONCLUSIVELY PRESUMED NOT TO BE 4(2) ELIGIBLE PARTICIPANTS AND WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING.**

**THIS 4(2) CERTIFICATION FORM IS NOT AN OFFER WITH RESPECT TO THE NEW COMMON STOCK OR ANY OTHER SECURITY AND DOES NOT CREATE ANY OBLIGATIONS WHATSOEVER ON THE PART OF THE DEBTORS TO MAKE ANY SUCH OFFER OR ON THE PART OF THE RECIPIENT TO ACCEPT ANY SUCH OFFER.**

**THE DEADLINE FOR SUBMISSION OF THIS 4(2) CERTIFICATION FORM IS:**

**5:00 PM (EASTERN TIME) ON JULY 19, 2013**

*Submit this 4(2) Certification Form by First Class, Registered, Certified or Express Mail, or by Overnight Courier, Electronic Mail, or via facsimile to the Subscription Agent at:*

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
Fax: 212-702-0864  
Email: [Kodakinfo@kccllc.com](mailto:Kodakinfo@kccllc.com)**

*If you have any questions about this 4(2) Certification Form or the procedures described herein, please contact the Subscription Agent at 877-433-4150.*

**DELIVERY OF THIS 4(2) CERTIFICATION FORM TO AN ADDRESS  
OTHER THAN THE ADDRESS SET FORTH ABOVE WILL NOT  
CONSTITUTE A VALID DELIVERY.**

**PLEASE CAREFULLY REVIEW THE ACCOMPANYING  
INSTRUCTIONS AND DEFINITIONS.**

## DEFINITIONS

As described above, your ability to be deemed a 4(2) Eligible Participant and to participate in the 4(2) Rights Offering requires you to certify on this 4(2) Certification Form that you are either a “qualified institutional buyer” or an “accredited investor” *and* that, as of ~~April 30~~June 17, 2013 and on the 4(2) Certification Date, you hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount no less than (i) in the case of a “qualified institutional buyer”, at least \$100,000 or (ii) in the case of an “accredited investor”, \$500,000.

Please carefully review the definitions below for the purposes of determining whether you are a “qualified institutional buyer” or an “accredited investor”.

### **Definition of “Qualified Institutional Buyer”**

A “qualified institutional buyer” as defined in Rule 144A under the Securities Act means any person who comes within any of the following categories:

- (1) (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:
  - (A) any “insurance company” as defined in Section 2(a)(13) of the Securities Act;<sup>3</sup>
  - (B) any “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;
  - (C) any “small business investment company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
  - (D) any “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
  - (E) any “employee benefit plan” within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
  - (F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except

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<sup>3</sup> A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the “**Investment Company Act**”), which is neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

trust funds that include as participants individual retirement accounts or H.R. 10 plans;

- (G) any “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “**Investment Advisers Act**”);
- (H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; and
- (I) any “investment adviser” registered under the Investment Advisers Act.

(ii) Any “dealer” registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; *provided*, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(iii) any “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;<sup>4</sup>

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), *provided* that, for purposes of this rule:

- (A) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and
- (B) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor);

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<sup>4</sup> A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer.

(v) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) any “bank” as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Securities Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

(6) For purposes of this definition, “effective conversion premium” means the amount, expressed as a percentage of the security's conversion value, by which the price at issuance of a convertible security exceeds its conversion value.

(7) For purposes of this definition, “effective exercise premium” means the amount, expressed as a percentage of the warrant's exercise value, by which the sum of the price at issuance and the exercise price of a warrant exceeds its exercise value.

### **Definition of “Accredited Investor”**

An “accredited investor” as defined in Rule 501(a) under the Securities Act means any person who comes within any of the following categories:

- (1) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Exchange Act; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5 million; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- (3) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million;
- (4) any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1 million;<sup>5</sup>

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<sup>5</sup> For purposes of calculating net worth, (a) a natural person’s primary residence shall not be included as an asset, (b) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (c) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

**(IF YOU INDICATE ON THIS 4(2) CERTIFICATION FORM THAT YOU ARE AN “ACCREDITED INVESTOR” SOLELY BY VIRTUE OF SATISFYING CATEGORY (5) OF THIS DEFINITION, YOU MUST ALSO DULY COMPLETE AND TIMELY SUBMIT THE NET WORTH ACCREDITED INVESTOR WORKSHEET ATTACHED HERETO AS EXHIBIT A.)**

(6) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) any trust, with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; and

(8) any entity in which all of the equity owners are accredited investors.

**CERTIFICATION**

**SECTION 1: Qualified Institutional Buyer**

*Question 1.* Is the holder a “qualified institutional buyer”?

Yes  No

*Question 2.* If the answer to Question 1 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$100,000 as of ~~April 30~~June 17, 2013?

Yes  No

*Question 3.* If the answer to Question 1 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$100,000 as of the 4(2) Certification Date?

Yes  No

**SECTION 2: Accredited Investor**

*Question 4.* Is the holder an “accredited investor”?

Yes  No

*Question 5.* If the answer to Question 4 above is Yes, please indicate which category (e.g., (1) through (8)) of the definition of “accredited investor” applies to the holder:

\_\_\_\_\_

**If you are an “accredited investor” solely by virtue of satisfying category (5) of the definition of “accredited investor”, you must also duly complete and timely submit the Net Worth Accredited Investor Worksheet attached hereto as Exhibit A.**

*Question 6.* If the answer to Question 4 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$500,000 as of ~~April 30~~June 17, 2013?

Yes  No

*Question 7.* If the answer to Question 4 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$500,000 as of the 4(2) Certification Date?

Yes  No



**IF YOU HAVE NOT (A) ANSWERED YES TO QUESTIONS 1, 2 AND 3 ABOVE AND/OR (B) ANSWERED YES TO QUESTIONS 4, 6 AND 7 ABOVE, THEN YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING AND YOU SHOULD NOT SUBMIT THIS 4(2) CERTIFICATION FORM.**

**SECTION 3: Amount of Qualified Claims**

Aggregate face amount of General Unsecured Claims and Retiree Settlement Unsecured Claims against the Debtors held as of ~~April 30~~[June 17](#), 2013:

\$ \_\_\_\_\_

Aggregate face amount of General Unsecured Claims and Retiree Settlement Unsecured Claims against the Debtors held as of the 4(2) Certification Date:

\$ \_\_\_\_\_

**SECTION 4: Mailing Instructions**

**If you have either (a) answered Yes to Questions 1, 2 and 3 above and/or (b) answered Yes to Questions 4, 6 and 7 above and completed question 5 above:**

Please complete and return this 4(2) Certification Form to the Subscription Agent at the address below by the applicable deadline.

*The method of delivery of this 4(2) Certification Form is at your option and sole risk, and delivery will be considered made only when this 4(2) Certification Form is actually received by the Subscription Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery prior to the 4(2) Certification Date.*

**THE DEADLINE FOR SUBMISSION OF THIS 4(2) CERTIFICATION  
FORM IS:**

**5:00 PM (EASTERN TIME) ON JULY 19, 2013**

*Submit this 4(2) Certification Form by First Class, Registered, Certified or Express Mail, or by Overnight Courier, Electronic Mail or via facsimile to the Subscription Agent at:*

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
Fax: 212-702-0864  
Email: [Kodakinfo@kccllc.com](mailto:Kodakinfo@kccllc.com)**

*If you have any questions about this 4(2) Certification Form or the procedures described herein, please contact the Subscription Agent at 877-433-4150.*

IN WITNESS WHEREOF, the I certify that I (i) am an authorized signatory of the holder indicated below, (ii) executed this 4(2) Certification Form on the date set forth below and (iii) confirm that this 4(2) Certification Form (x) contains accurate representations with respect to the undersigned and (y) is a certification to the Debtors and to the Bankruptcy Court.

Dated: \_\_\_\_\_, 2013

Name of Holder: \_\_\_\_\_  
(Please Print or Type)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print or Type)

Title: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Exhibit A

**NET WORTH ACCREDITED INVESTOR WORKSHEET**

*To be completed by holders who indicate in Question 5 of Section 2 above that they are an “accredited investor” solely by virtue of satisfying category (5) of the definition of “accredited investor”.*

Please provide the following information.

A. Your total net worth (or joint net worth with your spouse): \$ \_\_\_\_\_

**Note:** Your total assets (including the market value of all properties you own) minus your total liabilities (including all debt secured by a property, even if the amount of the debt exceeds the value of the property it secures and you are not personally liable for the excess)

B. Do you own your primary residence?

1. If yes, proceed to Line C.
2. **If no, then you qualify as an accredited investor if Line A exceeds \$1 million.**

C. Gross value of your primary residence: \$ \_\_\_\_\_

D. Debt secured by your primary residence:

1. If you acquired your primary residence more than 60 days ago, enter the amount of debt secured by your primary residence that has been *outstanding for more than 60 days*: \$ \_\_\_\_\_
2. If you acquired your primary residence within the past 60 days, enter the amount of debt secured by your primary residence incurred *in connection with acquiring that residence*: \$ \_\_\_\_\_

E. Deduct line D.1 or D.2, as applicable, from line C: \$ \_\_\_\_\_

F. **If line E is a positive number, deduct line E from line A:** \$ \_\_\_\_\_

G. **If line E is zero or negative, enter the amount from line A:** \$ \_\_\_\_\_

**IF LINE F OR LINE G, AS APPLICABLE, EXCEEDS \$1 MILLION, YOU QUALIFY AS AN “ACCREDITED INVESTOR”.**

**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. 12-10202 (ALG)
Debtors.	)				(Jointly Administered)
	)				

**CERTIFICATION FORM**

On January 19, 2012, Eastman Kodak Company (“**Kodak**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”). On June 18, 2013, the Debtors filed the *First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and its Debtor Affiliates* (as may be amended, modified or supplemented from time to time, the “**Amended Plan**”) and on June [●], 2013 the Debtors filed the *First Amended Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified or supplemented from time to time, the “**Amended Disclosure Statement**”).<sup>2</sup>

You have been identified as the beneficial owner of Unsecured Notes of Kodak. The Unsecured Notes consist of the unsecured notes and debentures issued by any Debtor, including (a) the 7.00% Convertible Senior Notes due 2017, (b) the 7.25% Senior Notes due 2013, (c) the 9.20% Debentures due 2021 and (d) the 9.95% Debentures due 2018, as applicable, issued by Kodak pursuant to the Unsecured Notes Indentures.

This certification form (this “**4(2) Certification Form**”) is being sent to you pursuant to the order (the “**Rights Offerings Procedures Order**”) entered on June [●], 2013 by the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), approving, among other things, procedures (the “**4(2) Rights Offering Procedures**”) for the

<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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Amended Plan.

conduct of, and participation in, a rights offering contemplated by, and to be implemented by the Debtors pursuant to the Amended Plan (the “**4(2) Rights Offering**”).

Pursuant to the 4(2) Rights Offering Procedures and the Amended Plan, rights (the “**4(2) Rights**”) to purchase shares of New Common Stock in the 4(2) Rights Offering (the “**4(2) Rights Offering Shares**”) will be distributed to the 4(2) Eligible Participants (as defined below) as pre-confirmation distributions under the Amended Plan and in conjunction with the Debtors’ solicitation of votes to accept or reject the Amended Plan.

**This 4(2) Certification Form is not an offer to buy or a solicitation of an offer to purchase any 4(2) Rights or 4(2) Rights Offering Shares. Any such offer will be made solely by means of a 4(2) Rights Exercise Form to be mailed at a future date to 4(2) Eligible Participants.**

**The 4(2) Rights Offering Procedures have been approved by the Bankruptcy Court pursuant to the Rights Offerings Procedures Order.**

**The 4(2) Rights Offering, the distribution of each 4(2) Right and the issuance of each 4(2) Rights Offering Share will be conducted under the Amended Plan.**

**Each 4(2) Right and 4(2) Rights Offering Share will be distributed and issued by the Debtors without registration under the Securities Act of 1933 (as amended from time to time, the "Securities Act") in reliance upon the exemption provided in section 4(2) thereof and/or Regulation D thereunder.**

**None of the 4(2) Rights to be distributed in connection with the 4(2) Rights Offering Procedures have been or will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and no 4(2) Rights may be sold or transferred.**

**None of the 4(2) Rights Offering Shares have been registered or (except with respect to the Backstop Parties) will be registered under the Securities Act, nor any State or local law requiring registration for offer or sale of a security, and (except with respect to the Backstop Parties) no 4(2) Rights Offering Shares may be sold or transferred except pursuant to the exemption from registration under the Act provided by Rule 144 thereunder, when available.**

**Except with respect to the Backstop Parties, each 4(2) Rights Offering Share to be issued upon exercise of a 4(2) Right, and each certificate to be issued in exchange for or upon the transfer, sale or assignment of any such 4(2) Rights Offering Share, shall be stamped or otherwise imprinted with a legend in substantially the following form:**

**"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE ACT PROVIDED BY RULE 144 THEREUNDER, WHEN AVAILABLE.**

**The 4(2) Rights Offering will be conducted in good faith and in compliance with the Bankruptcy Code. In accordance with section 1125(e) of the Bankruptcy Code, a debtor, or any of its agents, that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.**

**Please refer to Section [●] of the Amended Disclosure Statement and Article 5.8 of the Amended Plan for a more detailed discussion regarding the issuance of New Common Stock pursuant to the Amended Plan, including applicable transfer restrictions.**

A “**4(2) Eligible Participant**” means a Person that (a)(x) is a Backstop Party or (y) duly completes and timely submits this 4(2) Certification Form to its nominee in sufficient time for its nominee to complete the attached nominee confirmation and deliver to the Subscription Agent (as defined below) on or before 5:00 p.m. (Eastern Time) on **July 19, 2013** (the “**4(2) Certification Date**”), certifying that such Person (i) is either a “qualified institutional buyer” or an “accredited investor” within the meaning of Rule 144A or Rule 501(a) of the Securities Act, respectively, and (ii) as of ~~April 30~~June 17, 2013 and on the 4(2) Certification Date, beneficially owned General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than (1) in the case of a “qualified institutional buyer”, \$100,000 or (2) in the case of an “accredited investor”, \$500,000. and (b) is the beneficial owner of a 4(2) Eligible Claim on the Effective Date.

A “**4(2) Eligible Claim**” means (a) a Retiree Settlement Unsecured Claim, (b) an Unsecured Notes Claim or (c) any other General Unsecured Claim in an amount, determined as of the 4(2) Claim Determination Date (as defined in the 4(2) Rights Offering Procedures), (x) equal to the amount on account of which such Claim is eligible to vote to accept or reject the Amended Plan (as determined in accordance with the Solicitation Procedures Order) or (y) in such other amount as the Debtors, the Creditors’ Committee and the Requisite Backstop Parties may collectively agree.

Each 4(2) Eligible Participant will receive a copy of the 4(2) Rights Offering Procedures and a 4(2) Rights Exercise Form for the purpose of participating in the 4(2) Rights Offering.

#### **IMPORTANT NOTICE**

**IN ORDER FOR HOLDERS OF GENERAL UNSECURED CLAIMS AND/OR RETIREE SETTLEMENT UNSECURED CLAIMS (OTHER THAN BACKSTOP PARTIES) TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING, SUCH CREDITORS MUST COMPLETE AND RETURN THIS 4(2) CERTIFICATION FORM TO THEIR NOMINEE IN SUFFICIENT TIME FOR THEIR NOMINEE TO COMPLETE THE NOMINEE CERTIFICATION AND DELIVER TO KURTZMAN CARSON CONSULTANTS, LLC, THE SUBSCRIPTION AGENT DESIGNATED BY THE DEBTORS FOR THE 4(2) RIGHTS OFFERING (THE “SUBSCRIPTION AGENT”) AT THE ADDRESS SET FORTH BELOW, CERTIFYING THAT SUCH CREDITOR IS A QUALIFIED INSTITUTIONAL BUYER AND/OR ACCREDITED INVESTOR, AND THAT AS OF ~~APRIL 30~~JUNE 17, 2013 AND ON THE 4(2) CERTIFICATION DATE, SUCH CREDITOR BENEFICIALLY OWNED GENERAL UNSECURED CLAIMS AND/OR RETIREE SETTLEMENT UNSECURED CLAIMS IN AN AGGREGATE FACE AMOUNT NOT LESS THAN (A) IN THE CASE OF A “QUALIFIED INSTITUTIONAL BUYER”, \$100,000 OR (B) IN THE CASE OF AN “ACCREDITED INVESTOR”, \$500,000.**



**THIS 4(2) CERTIFICATION FORM MUST BE RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE 5:00 PM (EASTERN TIME) ON JULY 19, 2013.**

**THE 4(2) RIGHTS ARE NOT TRANSFERABLE, ASSIGNABLE OR DETACHABLE FROM 4(2) ELIGIBLE CLAIMS.**

**HOLDERS OF CLAIMS AGAINST THE DEBTORS (OTHER THAN BACKSTOP PARTIES) THAT FAIL TO DULY COMPLETE AND TIMELY SUBMIT THIS 4(2) CERTIFICATION FORM BY THE 4(2) CERTIFICATION DATE WILL BE CONCLUSIVELY PRESUMED NOT TO BE 4(2) ELIGIBLE PARTICIPANTS AND WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING.**

**THIS 4(2) CERTIFICATION FORM IS NOT AN OFFER WITH RESPECT TO THE NEW COMMON STOCK OR ANY OTHER SECURITY AND DOES NOT CREATE ANY OBLIGATIONS WHATSOEVER ON THE PART OF THE DEBTORS TO MAKE ANY SUCH OFFER OR ON THE PART OF THE RECIPIENT TO ACCEPT ANY SUCH OFFER.**

**THE DEADLINE FOR SUBMISSION OF THIS 4(2) CERTIFICATION  
FORM IS:**

**5:00 PM (EASTERN TIME) ON JULY 19, 2013**

*You **MUST** return this 4(2) Certification Form to your nominee in sufficient time for your nominee to complete the nominee certification on your behalf and deliver to the Subscription Agent at:*

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
Fax: 212-702-0864  
Email: [Kodakinfo@kccllc.com](mailto:Kodakinfo@kccllc.com)**

*If you have any questions about this 4(2) Certification Form or the procedures described herein, please contact the Subscription Agent at 877-433-4150.*

**DELIVERY OF THIS 4(2) CERTIFICATION FORM TO AN ADDRESS  
OTHER THAN THE ADDRESS SET FORTH ABOVE WILL NOT  
CONSTITUTE A VALID DELIVERY.**

**PLEASE CAREFULLY REVIEW THE ACCOMPANYING  
INSTRUCTIONS AND DEFINITIONS.**

## DEFINITIONS

As described above, your ability to be deemed a 4(2) Eligible Participant and to participate in the 4(2) Rights Offering requires you to certify on this 4(2) Certification Form that you are either a “qualified institutional buyer” or an “accredited investor” *and* that, as of ~~April 30~~June 17, 2013 and on the 4(2) Certification Date, you hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount no less than (i) in the case of a “qualified institutional buyer”, at least \$100,000 or (ii) in the case of an “accredited investor”, \$500,000.

Please carefully review the definitions below for the purposes of determining whether you are a “qualified institutional buyer” or an “accredited investor”.

### **Definition of “Qualified Institutional Buyer”**

A “qualified institutional buyer” as defined in Rule 144A under the Securities Act means any person who comes within any of the following categories:

- (1) (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:
  - (A) any “insurance company” as defined in Section 2(a)(13) of the Securities Act;<sup>3</sup>
  - (B) any “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;
  - (C) any “small business investment company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
  - (D) any “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
  - (E) any “employee benefit plan” within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
  - (F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except

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<sup>3</sup> A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the “**Investment Company Act**”), which is neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

trust funds that include as participants individual retirement accounts or H.R. 10 plans;

- (G) any “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “**Investment Advisers Act**”);
- (H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; and
- (I) any “investment adviser” registered under the Investment Advisers Act.

(ii) Any “dealer” registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; *provided*, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(iii) any “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;<sup>4</sup>

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), *provided* that, for purposes of this rule:

- (A) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and
- (B) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor);

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<sup>4</sup> A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer.

(v) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) any “bank” as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Securities Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.

(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

(6) For purposes of this definition, “effective conversion premium” means the amount, expressed as a percentage of the security's conversion value, by which the price at issuance of a convertible security exceeds its conversion value.

(7) For purposes of this definition, “effective exercise premium” means the amount, expressed as a percentage of the warrant's exercise value, by which the sum of the price at issuance and the exercise price of a warrant exceeds its exercise value.

### **Definition of “Accredited Investor”**

An “accredited investor” as defined in Rule 501(a) under the Securities Act means any person who comes within any of the following categories:

- (1) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Exchange Act; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5 million; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- (3) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million;
- (4) any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1 million;<sup>5</sup>

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<sup>5</sup> For purposes of calculating net worth, (a) a natural person’s primary residence shall not be included as an asset, (b) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (c) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

**(IF YOU INDICATE ON THIS 4(2) CERTIFICATION FORM THAT YOU ARE AN “ACCREDITED INVESTOR” SOLELY BY VIRTUE OF SATISFYING CATEGORY (5) OF THIS DEFINITION, YOU MUST ALSO DULY COMPLETE AND TIMELY SUBMIT THE NET WORTH ACCREDITED INVESTOR WORKSHEET ATTACHED HERETO AS EXHIBIT A.)**

(6) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) any trust, with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act; and

(8) any entity in which all of the equity owners are accredited investors.

**CERTIFICATION**

**SECTION 1: Qualified Institutional Buyer**

*Question 1.* Is the holder a “qualified institutional buyer”?

Yes  No

*Question 2.* If the answer to Question 1 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$100,000 as of ~~April 30~~June 17, 2013?

Yes  No

*Question 3.* If the answer to Question 1 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$100,000 as of the 4(2) Certification Date?

Yes  No

**SECTION 2: Accredited Investor**

*Question 4.* Is the holder an “accredited investor”?

Yes  No

*Question 5.* If the answer to Question 4 above is Yes, please indicate which category (e.g., (1) through (8)) of the definition of “accredited investor” applies to the holder:

\_\_\_\_\_

**If you are an “accredited investor” solely by virtue of satisfying category (5) of the definition of “accredited investor”, you must also duly complete and timely submit the Net Worth Accredited Investor Worksheet attached hereto as Exhibit A.**

*Question 6.* If the answer to Question 4 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$500,000 as of ~~April 30~~June 17, 2013?

Yes  No

*Question 7.* If the answer to Question 4 above is Yes, did the holder hold General Unsecured Claims and/or Retiree Settlement Unsecured Claims in an aggregate face amount not less than \$500,000 as of the 4(2) Certification Date?

Yes  No



**IF YOU HAVE NOT (A) ANSWERED YES TO QUESTIONS 1, 2 AND 3 ABOVE AND/OR (B) ANSWERED YES TO QUESTIONS 4, 6 AND 7 ABOVE, THEN YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE 4(2) RIGHTS OFFERING AND YOU SHOULD NOT SUBMIT THIS 4(2) CERTIFICATION FORM.**

**SECTION 3: Amount of Qualified Claims**

Aggregate face amount of General Unsecured Claims and Retiree Settlement Unsecured Claims against the Debtors held as of ~~April 30~~[June 17](#), 2013:

\$ \_\_\_\_\_

Aggregate face amount of General Unsecured Claims and Retiree Settlement Unsecured Claims against the Debtors held as of the 4(2) Certification Date:

\$ \_\_\_\_\_

**SECTION 4: Mailing Instructions**

**If you have either (a) answered Yes to Questions 1, 2 and 3 above and/or (b) answered Yes to Questions 4, 6 and 7 above and completed question 5 above:**

Please complete and return this 4(2) Certification Form to your nominee in sufficient time for your nominee to complete the nominee certification on your behalf and deliver to the Subscription Agent at the address below by the applicable deadline.

***The method of delivery of this 4(2) Certification Form is at your option and sole risk, and delivery will be considered made only when this 4(2) Certification Form is actually received by the Subscription Agent. If delivery is by mail, the use of registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery prior to the 4(2) Certification Date.***

**THE DEADLINE FOR SUBMISSION OF THIS 4(2) CERTIFICATION  
FORM IS:**

**5:00 PM (EASTERN TIME) ON JULY 19, 2013**

*You **MUST** return this 4(2) Certification Form to your nominee in sufficient time for your nominee to complete the nominee certification on your behalf and deliver this 4(2) Certification Form to the Subscription Agent at:*

**Kurtzman Carson Consultants  
599 Lexington Avenue, 39<sup>th</sup> Floor  
New York, NY 10022  
Fax: 212-702-0864  
Email: [Kodakinfo@kccllc.com](mailto:Kodakinfo@kccllc.com)**

*If you have any questions about this 4(2) Certification Form or the procedures described herein, please contact the Subscription Agent at 877-433-4150.*

IN WITNESS WHEREOF, the I certify that I (i) am an authorized signatory of the holder indicated below, (ii) executed this 4(2) Certification Form on the date set forth below and (iii) confirm that this 4(2) Certification Form (x) contains accurate representations with respect to the undersigned and (y) is a certification to the Debtors and to the Bankruptcy Court.

Dated: \_\_\_\_\_, 2013

Name of Holder: \_\_\_\_\_  
(Please Print or Type)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print or Type)

Title: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Exhibit A

NET WORTH ACCREDITED INVESTOR WORKSHEET

*To be completed by holders who indicate in Question 5 of Section 2 above that they are an “accredited investor” solely by virtue of satisfying category (5) of the definition of “accredited investor”.*

Please provide the following information.

A. Your total net worth (or joint net worth with your spouse): \$ \_\_\_\_\_

**Note:** Your total assets (including the market value of all properties you own) minus your total liabilities (including all debt secured by a property, even if the amount of the debt exceeds the value of the property it secures and you are not personally liable for the excess)

B. Do you own your primary residence?

1. If yes, proceed to Line C.
2. **If no, then you qualify as an accredited investor if Line A exceeds \$1 million.**

C. Gross value of your primary residence: \$ \_\_\_\_\_

D. Debt secured by your primary residence:

1. If you acquired your primary residence more than 60 days ago, enter the amount of debt secured by your primary residence that has been *outstanding for more than 60 days*: \$ \_\_\_\_\_
2. If you acquired your primary residence within the past 60 days, enter the amount of debt secured by your primary residence incurred *in connection with acquiring that residence*: \$ \_\_\_\_\_

E. Deduct line D.1 or D.2, as applicable, from line C: \$ \_\_\_\_\_

F. **If line E is a positive number, deduct line E from line A:** \$ \_\_\_\_\_

G. **If line E is zero or negative, enter the amount from line A:** \$ \_\_\_\_\_

**IF LINE F OR LINE G, AS APPLICABLE, EXCEEDS \$1 MILLION, YOU QUALIFY AS AN “ACCREDITED INVESTOR”.**

**NOMINEE’S CONFIRMATION OF OWNERSHIP**

Your ownership of Unsecured Notes must be confirmed to participate in the 4(2) Rights Offering

The Nominee holding your Unsecured Notes as of the ~~April 30~~June 17, 2013 and July 19, 2013 must complete Box A on your behalf. Box B is only required if any or all of your Unsecured Notes were on loan as of ~~April 30~~June 17, 2013 and July 19, 2013 (as determined by your Nominee).

**Box A**  
**For Use Only by the Nominee**

DTC Participant Name: \_\_\_\_\_

DTC Participant Number: \_\_\_\_\_

Principal Amount of Unsecured Notes (CUSIP 277461 BD 0) held by this account as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 BJ 7) held by this account as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 AP 4) held by this account as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 AV 1) held by this account as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Medallion Guarantee:

Nominee contact name and telephone number:

Contact telephone number: \_\_\_\_\_

**Box B**  
**Nominee Proxy - Only if Needed**

DTC Participant Name: \_\_\_\_\_

DTC Participant Number: \_\_\_\_\_

Principal Amount of Unsecured Notes (CUSIP 277461 BD 0) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 BJ 7) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 AP 4) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Principal Amount of Unsecured Notes (CUSIP 277461 AV 1) held on behalf of, and hereby assigned to, the Nominee listed in Box A as of ~~April 30~~June 17, 2013 and July 19, 2013:

\_\_\_\_\_ principal amount (~~4/30~~6/17/13)

\_\_\_\_\_ principal amount (7/19/13)

Medallion Guarantee:

Nominee contact name and telephone number:

Contact telephone number: \_\_\_\_\_