

Hearing Date: July 17, 2013 at 11:00 a.m. (Eastern Time)
Objection Deadline: July 10, 2013 at 4:00 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> , ¹	)	Case No. 12-10202 (ALG)
Debtors.	)	(Jointly Administered)

NOTICE OF HEARING ON DEBTORS' MOTION FOR AN ORDER (I) AMENDING ORDER AUTHORIZING (A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS' ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS

PLEASE TAKE NOTICE that on the date hereof, Eastman Kodak Company, *et al.* (collectively, the “**Debtors**”), filed the Debtors’ Motion for an Order (I) Amending Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is 343 State Street, Rochester, NY 14650.



Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into Utility Services Agreement and Certain Ancillary Agreements, (II) Approving the Debtors' Entry into the Utility Purchase Amendment, and (III) Authorizing the Assumption and Assignment of Certain Additional Contracts (the "**Motion**").²

PLEASE TAKE FURTHER NOTICE that a hearing (the "**Hearing**") for the Motion has been scheduled to be held before the Honorable Allan L. Gropper, Bankruptcy Judge of the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), One Bowling Green, New York, New York 10004 on **July 17, 2013 at 11:00 a.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the relief sought in the Motion must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York, be filed electronically with the Bankruptcy Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Bankruptcy Court's General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Bankruptcy Court's case filing system and by all other parties in interest on a 3.5 inch disc, preferably in portable document format, Microsoft Word or any other Windows-based word processing format and be served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Court, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, (b) the Debtors, (c) Sullivan & Cromwell LLP, and Nixon Peabody LLP, counsel to the Debtors, (d) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors, (e) Haskell Slaughter Young &

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

Rediker LLC, counsel to the Official Committee of Retired Employees, (f) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' post-petition secured lenders, (g) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing, (h) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders, (i) the New York State Urban Development Corporation, d/b/a Empire State Development (“**ESD**”), (j) Bryan Cave LLP, counsel to ESD, (k) the New York State Department of Environmental Conservation (“**DEC**”), (l) the Office of the New York Attorney General, as counsel to DEC, (m) RED-Rochester, LLC (“**RED**”) c/o Recycled Energy Development, LLC, (n) Phillips Lytle LLP, counsel to RED, (o) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP, (p) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as counsel to certain Backstop Parties,³ so as to be actually received **no later than July 10, 2013 at 4:00 P.M. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that only those objections that are timely filed, served and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors without further notice. The parties are required to attend the Hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

³ “**Backstop Parties**” means the “Backstop Parties” as defined in the *Debtors' Motion for an Order Authorizing the Debtors to (A) Execute a Backstop Commitment Agreement and (B) Incur, Perform and Abide By the Initial Commitment Provisions* [Docket No. 4070].

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov> or, free of charge, the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/kodak>.

Dated: June 28, 2013
New York, New York

/s/ Andrew G. Dietderich

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**DEBTORS' MOTION FOR AN ORDER (I) AMENDING ORDER AUTHORIZING
(A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN
BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION
AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN
CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT
AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS'
ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS**

Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), hereby submits this motion (the “**Motion**”) for entry of an order, substantially in the form attached hereto as Exhibit A (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is 343 State Street, Rochester, NY 14650.

“**Proposed Order**”), pursuant to sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rules 6004-1 and 6006-1 of the Local Rules (the “**Local Rules**”) for the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), amending the Sale Order (as defined below), approving Kodak’s entry into the Utility Purchase Amendment (as defined below), and authorizing the assumption and assignment of the Additional Assigned Contracts (as defined below). In support of the Motion, the Debtors respectfully represent and set forth as follows:

Preliminary Statement

1. On December 21, 2012, Kodak and RED-Rochester, LLC (“**RED**”) executed that certain Asset Purchase Agreement (the “**Initial Utility Purchase Agreement**”), pursuant to which RED would purchase the utility operations at Eastman Business Park (the “**EBP Utility**”), and the Debtors filed the *Debtors’ Motion for an Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Contracts* [Docket No. 2670] (the “**Sale Motion**”). On January 18, 2013, the Court entered an order approving the Sale Motion and the utility purchase. Consummation of the transactions contemplated by the Initial Utility Purchase Agreement and the Sale Motion were, subject to, among other things, the receipt of certain governmental approvals and authorizations.²

² *Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements* [Docket No. 2893] (the “**Sale Order**”).

2. Since the entry of the Sale Order, the Debtors have engaged in discussions with the New York State Department of Environmental Conservation (the “**DEC**”) and the New York State Urban Development Corporation, d/b/a Empire State Development (the “**ESD**,” and together with the DEC, the “**NY State Parties**”) regarding the necessary approvals and authorizations in connection with the sale of the EBP Utility, as well as the settlement of claims against the Debtors’ estates and the rehabilitation of certain environmental remediation liabilities at Eastman Business Park. On June 17, 2013, Kodak and the NY State Parties executed the Settlement Agreement, dated as of June 17, 2013 (the “**Settlement Agreement**”), regarding these issues. Among other things, the Settlement Agreement provides that the NY State Parties shall take actions reasonably appropriate to consummate the utility purchase pursuant to the terms of the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment (the “**Utility Purchase**”), and Kodak shall establish an environmental response trust (the “**Trust**”), a portion of which will be funded by the proceeds of the Utility Purchase.

3. To meet the requirements of the NY State Parties and facilitate the consummation of the Utility Purchase, Kodak and RED have agreed, contingent upon the Court’s approval of the Settlement Agreement, to amend the Initial Utility Purchase Agreement to provide, among other things, that at closing, the portion of the purchase price payable at closing (at least an amount equal to \$8,500,000) (the “**Required Governmental Payment**”) shall be paid by RED to Kodak or Kodak’s designee, it being understood that Kodak designates the Trust as Kodak’s designee and that so long as the Trust is in full force and effect as of the closing, RED shall deposit the Required Governmental Payment directly into the Trust.

4. The Settlement Agreement, as discussed in greater detail in the *Debtors’ Motion for an Order Pursuant to Section 363 of the Bankruptcy Code and Bankruptcy Rule 9019*

Approving and Authorizing the Debtors' Entry into the Eastman Business Park Settlement Agreement [Docket No. 4100] (the “**EBP Settlement Motion**”), is a comprehensive settlement, subject to certain conditions, which resolves significant legacy environmental liabilities of the Debtors.

Background

5. On January 19, 2012 (the “**Petition Date**”), each of the Debtors filed voluntary petitions for relief under the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. These Chapter 11 cases are being jointly administered.

6. On January 25, 2012, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Creditors' Committee**”) pursuant to Section 1102 of the Bankruptcy Code [Docket No. 115].

7. Founded in 1880 and long one of the world's leading material science companies, the Debtors and their non-Debtor affiliates operate an integrated global business involving a diverse collection of mature and growth businesses and an array of valuable intellectual property. In order to address a shortfall in liquidity in the United States, monetize non-strategic intellectual property, fairly resolve legacy liabilities and focus on their most valuable business lines, the Debtors commenced these chapter 11 cases.

8. As stated in previous filings, the Debtors are pursuing a path to emerge from chapter 11 in 2013 with a strategic focus on their Commercial Imaging business, which is centered on commercial, packaging and functional printing solutions and enterprise services.

Facts Specific to the Relief Requested

A. The Initial Utility Purchase Agreement

9. On December 21, 2012, Kodak and RED executed the Initial Utility Purchase Agreement, and the Debtors filed the Sale Motion, seeking approval of the utility purchase on the same day. On January 18, 2013, the Court entered the Sale Order granting the Sale Motion and approving the utility purchase subject to, among other things, the receipt of certain approvals and/or assurances from the NY State Parties (the “**Required NY Approvals**”).

B. Settlement Discussions and the Utility Purchase Amendment

10. As described in greater detail in the EBP Settlement Motion, Kodak has engaged in settlement negotiations with the NY State Parties regarding certain environmental remediation liabilities at Eastman Business Park (the “**Park**”) since September 2012. On June 21, 2013, the Debtors filed the EBP Settlement Motion seeking approval of the settlement contemplated by the Settlement Agreement (the “**EBP Settlement**”) pursuant to which, among other things, the NY State Parties would grant the Required NY Approvals and deliver to Kodak a covenant not to sue for certain environmental remediation liabilities relating to the Park and the Genesee River. In exchange, Kodak would establish and fund the Trust and grant the NY State Parties an administrative expense claim. Under the terms of the EBP Settlement, the Trust would be partially funded by the Required Governmental Payment from the Utility Purchase, which would be deposited directly into the Trust, at Kodak’s direction, by RED pursuant to an amendment to the Initial Utility Purchase Agreement, a copy of which is attached hereto as Exhibit B (the “**Utility Purchase Amendment**”).

11. The Utility Purchase Amendment provides, among other things, that the Required Governmental Payment will be paid to Kodak or Kodak’s designee (it being understood that Kodak designates the Trust as its designee provided that the Trust is in full force

and effect as of the closing of the Utility Purchase). The Utility Purchase Amendment also supplements the list of contracts being assumed and assigned and/or assigned by Kodak to RED, the list of such additional contracts that are prepetition contracts, including cure amounts, is attached hereto as Exhibit C (the “**Additional Assigned Contracts**”), makes minor changes to the scope of the Purchased Assets (as defined in the Initial Utility Purchase Agreement), provides Kodak and RED additional flexibility in connection with closing mechanics and finalizing the terms of the transaction and certain of the Ancillary Agreements (as defined in the Initial Utility Purchase Agreement) and confirms the satisfaction of certain closing conditions.

Jurisdiction

12. The Court jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006 of the Bankruptcy Rules and Local Rules 6004-1, 6006-1 and 9013-1.

Relief Requested

13. By this Motion, the Debtors seek entry of an order (a) amending the Sale Order, (b) approving Kodak’s entry into the Utility Purchase Amendment, (c) authorizing Kodak’s assumption and assignment to RED of the Additional Assigned Contracts and (d) granting such other relief as the Court deems just and proper.

Basis for Relief

A. Approval of the Utility Purchase Amendment Satisfies Section 363(b)(1) of the Bankruptcy Code.

14. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business,

property of the estate[.]” 11 U.S.C. § 363(b)(1). Though section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, the Second Circuit has required that such use, sale or lease be based upon the sound business judgment of the debtor. *See In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

15. The Utility Purchase Amendment provides, among other things, that RED shall deposit, at Kodak’s direction, the Required Governmental Payment directly into the Trust, as Kodak’s designee, so long as the Trust is in full force and effect as of the closing, rather than paying the consideration directly to Kodak as provided in the Initial Utility Purchase Agreement. The payment of the Required Governmental Payment by RED, at Kodak’s direction, directly into the Trust is an important and necessary component of the EBP Settlement and a term requested by the NY State Parties. The NY State Parties have informed the Debtors that, without the EBP Settlement or other acceptable arrangements, the NY State Parties will not provide the Required NY Approvals at this time. Additionally, taken as a whole, the EBP Settlement settles significant environmental remediation liabilities at the Park and is a condition precedent to the Debtors’ new emergence financing and backstop commitment agreement. Therefore, the Debtors believe, in their business judgment, that the Utility Purchase Amendment, including the payment of the Required Governmental Payment by RED, at Kodak’s direction, directly into the Trust, is in the best interest of the Debtors’ estates, creditors and all parties in interest and should be approved by the Court.

B. The Requirements for a Sale Free and Clear of Interests Pursuant to Bankruptcy Code Section 363(f) Are Satisfied.

16. Consistent with the Sale Order and previous approval of the utility purchase, the Debtors request that, pursuant to section 363(f) of the Bankruptcy Code, the sale, transfer and assignment of the Debtors' right, title and interest in the Purchased Assets (as defined in the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment) to RED be free and clear of (a) all claims as defined in section 101(5) of the Bankruptcy Code, including, to the greatest extent permitted under applicable law, all rights or causes of action (whether in law or in equity), obligations, demands, restrictions, indemnities, consent rights, options, contract rights, licenses, covenants and interests of any kind or nature whatsoever (collectively, the "**Claims**"), (b) all Encumbrances (as defined in the Initial Utility Purchase Agreement), mortgages, pledges, security interests, charges, rights of first refusal, options, hypothecations, encumbrances, easements, encroachments, rights of way, activity and use limitations, restrictions, conditions, covenants, rights of offset or recoupment, lease or conditional sale arrangement (collectively, the "**Liens**"), and (c) all debts, liabilities, successor liability, obligations, contractual rights and claims and labor, employment and pension claims (collectively, the "**Obligations**" and together with the Liens, the "**Interests**"), whether such Claims or Interests are known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise relating to, accruing or arising any time prior to the closing, as provided for in the Initial Purchase Agreement, as amended by the Utility Purchase Amendment.

17. In the Sale Motion, the Debtors requested authority to sell the EBP Utility to RED free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) on the basis that the holder of such Claims and Interests either consented to the sale or such Claims and Interests would attach to the proceeds from the sale. The Utility Purchase Amendment provides that RED shall deposit the Required Governmental Payment directly into the Trust rather than paying the consideration directly to Kodak. As a result, Kodak will not actually receive any proceeds to which such Claims and Interests would attach. Nevertheless, the Debtors respectfully request that Kodak be authorized to sell the EBP Utility to RED free and clear of Claims and Interests (except for and subject to the Permitted Encumbrances) pursuant to section 363(f).

18. The transfer of estate property free and clear of any interest is governed by section 363(f) of the Bankruptcy Code, which provides, in relevant part:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

19. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive: approval of a proposed transfer of assets free and clear of interests requires only that one of the

five requirements be satisfied with respect to each such interest. *In re Borders Group, Inc.*, 453 B.R. 477, 483 (Bankr. S.D.N.Y. 2011); *see also In re Dewey & Leboeuf LLP*, Case No. 12-12321(MG), 2012 WL 5386276, at *5 (Bankr. S.D.N.Y. Nov. 1, 2012). Holders of Claims and Interests who either do not timely object to the Motion or whose objections to the Motion are withdrawn, waived, settled, denied or otherwise resolved are deemed to have consented to the Motion pursuant to section 363(f)(2). The Debtors have previewed the Motion, the EBP Settlement and the Utility Purchase Amendment with their creditors and secured lenders, and they have no objection. One or more of the other subsections of section 363(f) apply to any Interest of those holders who do object to the Motion. The Debtors respectfully submit that section 363(f) is satisfied, and the Court should authorize the sale of the EBP Utility free and clear of Claims and Interests.

C. RED Has Entered Into the Utility Purchase Amendment in Good Faith and Should Be Granted the Full Protection of Bankruptcy Code Section 363(m).

20. The Sale Order found, among other things, that the Transaction Documents and the Transactions (each as defined in the Sale Order) were negotiated in good faith, have been and are undertaken by Kodak and RED at arm's-length without collusion or fraud and in good faith within the meaning of section 363(m) of the Bankruptcy Code and that RED is a bona fide good-faith purchaser for value (the “**Good Faith and 363(m) Findings**”).

21. Kodak and RED have proceeded in good faith in all respects in connection with the negotiation and execution of the Utility Purchase Amendment. Accordingly, the Debtors request that the Good Faith and 363(m) Findings apply to the Transactions Documents and the Transactions, as amended by the Utility Purchase Amendment.

22. As a “good-faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code, RED is entitled to all of the protections afforded thereby. Although the

meaning of “good-faith purchaser” is not defined in the Bankruptcy Code, most courts have adopted a traditional equitable definition: “one who purchases the assets for value, in good-faith and without notice of adverse claims.” *Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 389 (2d Cir. 1997) (quoting *Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985)). The requirement of good faith in the context of a bankruptcy sale refers to “the integrity of [the purchaser’s] conduct in the course of the sale proceedings.” *Id.* (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)); *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (examining facts of each case, concentrating on “integrity of [an actor’s] conduct during the sale proceedings”) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d at 1198); *see also In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Assocs., Ltd.*, 706 F.2d 301, 305 (10th Cir. 1983)).

23. For a party to demonstrate a lack of good faith, the Second Circuit has required a showing of misconduct, such as fraud, collusion between a proposed buyer and the debtor in possession or other bidders, or an attempt to take “grossly unfair advantage of other bidders.” *See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) (citing *In re Rock Industries*, 572 F.2d at 1198); *see also In re Bakalis*, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998); *Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.)*, Ch. 11 Case No. 89-3704, 1990 WL 212899, at *2 (S.D.N.Y. 1990).

24. RED is purchasing the Purchased Assets for value. The parties have conducted all negotiations at arm’s-length, free of any misconduct, fraud or collusion. Moreover, RED and Kodak have invested significant time, effort and resources in the negotiation process. Throughout the sale process, RED has acted “in good faith” within the meaning of section 363(m) of the Bankruptcy Code, and is entitled to the protections set forth in that section.

See Declaration of Paula J. Gutkin in Support of the Debtors' Motion for an Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry Into a Utility Services Agreement and Certain Ancillary Agreements, dated December 21, 2012 [Docket No. 2671].

D. Assumption and Assignment of the Additional Assigned Contracts Satisfies Section 365 of the Bankruptcy Code.

i. Assumption and Assignment of the Additional Assigned Contracts is Justified by Debtors' Business Judgment.

25. Section 365 of the Bankruptcy Code allows a debtor to maximize the value of its estate by assuming executory contracts or unexpired leases that benefit the estate and by rejecting those that do not. 11 U.S.C. § 365(a); *see COR Route 5 Co., LLC v. The Penn Traffic Co. (In re The Penn Traffic Co.)*, 524 F.3d 373, 382 (2d Cir. 2008). Courts defer to a debtor's business judgment in determining whether an executory contract or unexpired lease should be assumed. *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *see also In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor's management”). Further, the “business judgment” standard merely requires debtors to establish that the requested assumption will benefit the estate. *See In re Penn Traffic Co.*, 524 F.3d at 383 (business judgment test “rather obviously presupposes that the estate will assume a contract only where doing so will be to its economic advantage”); *see also Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) (“the court must examine the contract and circumstances and apply its best ‘business judgment’ to determine if the assumption or rejection would be beneficial or burdensome to the estate”). Upon finding that a debtor has exercised sound business judgment, courts approve assumption or

rejection under section 365(a) of the Bankruptcy Code. *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under section 365(a) in the exercise of its “business judgment”). Courts generally will not second guess a debtor’s business judgment concerning the assumption of an executory contract. *See In re Paolo Gucci*, 193 B.R. 411, 414-15 (S.D.N.Y. 1996); *see also In re Sharon Steel Corp.*, 872 F.2d 36, 40 (3d Cir. 1989).

26. The Additional Assigned Contracts include prepetition executory contracts and unexpired leases that are subject to assumption pursuant to section 365 of the Bankruptcy Code.³ The Debtors’ decision to assume and assign the Additional Assigned Contracts in connection with the Utility Purchase satisfies the requirements of the Bankruptcy Code and is supported by the Debtors’ sound business judgment. Because the Debtors are selling the EBP Utility, the Debtors have no need for the rights or services under the Additional Assigned Contracts after the transfer, which rights and services are needed by RED. By assuming and assigning the Additional Assigned Contracts, the Debtors will achieve the positive result of avoiding rejection damages claims from such contract counterparties. 11 U.S.C. § 365(k) (“Assignment by the [debtor] to an entity of a contract . . . assumed under [section 365] relieves [the debtor] from any liability for any breach of such contract . . . occurring after such assignment.”). Assuming and assigning the Additional Assigned Contracts maximizes the

³ One of the Additional Assigned Contracts the Debtors are seeking authority to assume and assign under section 365 of the Bankruptcy Code is the Ground Lease and Facility Services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602) (the “**ITT Lease**”). On August 15, 2012, the Debtors assumed the ITT Lease and reserved their right to assign the ITT Lease in accordance with section 365 of the Bankruptcy Code. *See* ¶¶ 2, 7 of *Order (A) Authorizing the Debtors (I) to Assume Certain Unexpired Nonresidential Real Property Leases and (II) to Enter into Certain Amendments to Such Leases, and (b) Fixing the Cure Amounts for Such Leases* [Docket No. 1870]. As a result, at this time, the Debtors are only seeking authority to assign the ITT Lease to RED pursuant to section 365 of the Bankruptcy Code.

benefit to the Debtors and their estates and is a sound exercise of the Debtors' business judgment.

- ii. *The Additional Assigned Contracts will be Cured and Adequate Assurance of Future Performance will be Provided to the Counterparties to the Additional Assigned Contracts.*

27. Section 365 of the Bankruptcy Code authorizes the assumption and assignment of contracts, provided that the defaults under such contracts are cured and adequate assurance of future performance is provided. *See* 11 U.S.C. §§ 365(b)(1), 365(f)(2). "Adequate assurance of future performance" must be given a "practical, pragmatic construction" in light of the proposed assumption. *EBG Midtown South Corp. v. McLaren/Hart Envtl. Engineering Corp. (In re Sanshoe Worldwide Corp.)*, 139 B.R. 585, 592 (S.D.N.Y. 1992) (citation omitted), *aff'd*, 993 F.2d 300 (2d Cir. 1993); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute insurance). Among other things, adequate assurance may be given by demonstrating the assignee's financial health. *See In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee has financial resources and devotes sufficient funding to support success).

28. At closing, Kodak (a) will cure, or provide adequate assurance of cure of, any default existing prior to the consummation of the Utility Purchase under all Additional Assigned Contracts, by payment of the cure costs set forth in Exhibit C hereto (the "**Cure Costs**") and (b) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the consummation of the Utility Purchase under the Additional Assigned Contracts (in each case, within the requirements of section 365(b)(1)(C) of the Bankruptcy Code).

29. With respect to adequate assurance of future performance, the Sale Order provides, as a finding, that RED “has provided adequate assurance of its future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.” RED has experience in the industry, financial credibility, sufficient working capital to operate the EBP Utility, and both the intent and proven access to resources to satisfy all obligations required under the Additional Assigned Contracts. *See Declaration of Thomas R. Casten in Support of Adequate Assurance of Future Performance by RED-Rochester, LLC with Respect to the Assumption and Assignment of Executory Contracts in Connection with the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC* [Docket No. 2821]. Based upon the foregoing, the Debtors submit that counterparties to the Additional Assigned Contracts, to the extent required, will receive payment of applicable Cure Costs within the meaning of section 365(b)(1) of the Bankruptcy Code and, to the extent required, have received “adequate assurance of future performance” within the meaning of section 365(f)(2).

iii. All Anti-Assignment Provisions in the Additional Assigned Contracts are Unenforceable.

30. Section 365(f)(1), by operation of law, invalidates provisions that prohibit, restrict, or condition assignment of an executory contract or unexpired lease. *See In re Adelphia Communications Corp.*, 359 B.R. 65, 73 (Bankr. S.D.N.Y. 2007). Section 365(f)(3) goes beyond the scope of section 365(f)(1) by prohibiting enforcement of any clause creating a right to modify or terminate the contract or lease upon a proposed assumption or assignment thereof. To assist in the assumption and assignment of all Additional Assigned Contracts, the Debtors request that the Proposed Order approving the assumption and assignment of the Additional Assigned Contracts provide that anti-assignment provisions in the Additional Assigned Contracts shall not restrict, limit or prohibit the assumption and assignment of the Additional Assigned

Contracts and that such provisions are deemed and found to be unenforceable within the meaning of section 365(f) of the Bankruptcy Code.

Notice

31. Notice of this Motion shall be provided to: (a) all entities reasonably known to have expressed an interest in a transaction with respect to the EBP Utility during the past two years; (b) all entities reasonably known to have asserted or that could have asserted any claim, lien, encumbrance or interest in the Purchased Assets; (c) the U.S. Trustee; (d) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee; (e) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees; (f) counsel to any other statutory committee appointed in these chapter 11 cases; (g) counsel to the agent under the prepetition revolving credit facility; (h) U.S. Bank, National Association, as indenture trustee; (i) Wilmington Trust, National Association, as indenture trustee; (j) the Securities and Exchange Commission; (k) the Internal Revenue Service; (l) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' post-petition secured lenders; (m) the Environmental Protection Agency; (n) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing; (o) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders; (p) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (q) RED; (r) Phillips Lytle LLP, counsel to RED; (s) the City of Rochester, New York; (t) the Town of Greece, New York; (u) Monroe County, New York; (v) the Pension Benefit Guaranty Corporation; (w) the New York State Department of Taxation and Finance; (x) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP; (y) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as counsel to

certain Backstop Parties; (z) ESD; (aa) Bryan Cave LLP, as counsel to ESD; (bb) DEC, (cc) the office of the New York Attorney General, as counsel to DEC and (dd) the counterparties to the Additional Assigned Contracts. In addition, as soon as practicable after the filing of the Motion, the Debtors shall publish notice of the Sale in the *Rochester Democrat and Chronicle* in the form annexed hereto as Exhibit D. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.

No Prior Request

32. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and (b) grant such other and further relief as is just and proper.

Dated: June 28, 2013
New York, New York

/s/ Andrew G. Dietderich
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- and -

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A
Proposed Order

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

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

ORDER (I) AMENDING THE ORDER AUTHORIZING (A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS' ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS

Upon the motion (the “**Motion**”) ² of Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession in these Chapter 11 cases (collectively, the “**Debtors**”), for an order (this “**Order**”) amending the Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements [Docket No. 2893] (“**Sale Order**”), authorizing Kodak’s entry into the Utility Purchase Amendment and the assumption and assignment of the Additional Assigned Contracts; and the Court having found that this Court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is 343 State Street, Rochester, NY 14650.

² Capitalized terms not expressly defined herein have the meaning ascribed to them in the Motion.

1334; and the Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper, timely, adequate, and sufficient notice, including notice of the Motion and the relief requested therein, has been provided in accordance with the Bankruptcy Rules and no other or further notice of the Motion is or shall be required; and the Court having reviewed the Motion and having heard arguments and testimony presented at the hearing before the Court (if any); and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Sale Order shall remain in full force and effect and apply to the Transaction Documents and Transactions (each as defined in the Sale Order), as amended by the Utility Purchase Amendment, except to the extent expressly modified by this Order.
3. All references in the Sale Order to the “Purchase Agreement” shall be deemed to be to the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment, and all terms in the Sale Order defined pursuant to the Initial Utility Purchase Agreement and/or Sale Motion shall refer to the term as amended by the Utility Purchase Amendment and/or the Motion. References in the Sale Order to the “Motion” shall refer to the Sale Motion and the Motion, and references in the Sale Order to the “Order” shall refer to the Sale Order, as amended by this Order, and this Order.

4. All objections to the Motion or the relief requested therein have been withdrawn, waived, settled, denied or otherwise resolved. All persons, including holders of Claims or Interests against the Debtors or any of the Purchased Assets are deemed to have consented to the relief sought in the Motion.

5. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Utility Purchase Amendment, the Transaction Documents and all Transactions contemplated therein (as amended by the Utility Purchase Amendment) and all terms and conditions thereof are hereby APPROVED.

6. Kodak is authorized to execute and deliver the Utility Purchase Amendment and to take and perform all other actions necessary or desirable to consummate or implement the Utility Purchase and implement or effectuate the relief granted in the Sale Order, as amended by this Order, in each case, all without further order of this Court.

7. The notice provided for in the Motion is good, sufficient and appropriate under the circumstances, and no other or further notice of the relief granted in this Order is required.

Amendments to Sale Order

8. Paragraph M of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

The total consideration provided by Purchaser for the Purchased Assets is fair and reasonable, is the highest and best offer received by the Debtors and will provide a greater recovery to the Debtors' creditors than would be provided by any other available alternative, including an auction. The Purchase Price, **including the payment of the Required Governmental Payment directly to the Trust as**

Kodak's designee, constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and other applicable laws of the United States for the Purchased Assets.

9. Paragraph Q of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

~~Except as otherwise expressly provided in this Order, such Claims and Interests shall attach to the proceeds generated from the sale of the Purchased Assets in their order of priority, with the same validity, force and effect which they now have against the Purchased Assets.~~ Those holders of Claims and Interests against the Debtors or any of the Purchased Assets who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented to the Motion and Sale pursuant to section 363(f)(2) of the Bankruptcy Code.

10. Paragraph 5 of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

Upon the Closing, (a) Kodak is hereby authorized to consummate, and shall be deemed for all purposes to have consummated, the Sale, the transfer and assignment of Kodak's good and valid right, title and interest in the Purchased Assets and the grant of good and insurable easement rights pursuant to the terms of the Easement Agreement (the "**Easement Rights**") to Purchaser free and clear of any and all Claims and Interests (other than the Permitted Encumbrances) pursuant to section 363 of the Bankruptcy Code, to the greatest extent permitted

~~under applicable law, with such Claims and Interests to attach to the sale proceeds in the same validity, extent and priority as existed with respect to the Purchased Assets and Easement Rights immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest, and (b) except for the Permitted Encumbrances or as otherwise required under applicable non-bankruptcy law, all such Claims and Interests shall be and hereby are released, terminated and discharged as to Purchaser and the Purchased Assets and the Easement Rights.~~

11. Paragraph 6 of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

Effective upon the Closing and except as otherwise provided by the Purchase Agreement, all persons and entities are permanently and forever prohibited, to the greatest extent permitted under applicable law, from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against (I) Purchaser, its successors and assigns, or the Purchased Assets, with respect to any (a) Claim or Interest arising under, out of, in connection with or in any way relating to the Debtors, the Purchased Assets and/or the Easement Rights prior to the Closing, (b) order of this or any other court regarding the Purchased Assets or Easement Rights prior to the Closing, (c) assessment of taxes regarding the Purchased Assets or Easement Rights prior to the Closing, (d) past, present and future negligence, tort and product liability claims that were or could have been brought against the Debtors of any kind and nature whatsoever, (e) of the Debtors'

employment practices, collective bargaining agreements and other employment related claims, or (f) successor liability; and (II) the Debtors in respect of the Purchased Assets and the Assumed Liabilities. Notwithstanding the foregoing, nothing in this Order shall bar, restrain or enjoin any party to any of the Transaction Documents from enforcing such Transaction Document. The transfer of Kodak's right, title and interest in the Purchased Assets and the grant of the Easement Rights to Purchaser pursuant to the Purchase Agreement and the Easement Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of Kodak's right, title and interest in the Purchased Assets and to be a legal, valid and effective grant of the Easement Rights, and vests with or will vest in Purchaser all right, title and interest of Kodak in and to the Purchased Assets, free and clear of all Claims and Interests of any kind or nature whatsoever (other than the Permitted Encumbrances), ~~with any Claims and Interests attaching to the sale proceeds in the same validity, extent and priority as existed with respect to the Purchased Assets and the Easement Rights immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest.~~

Assumption and Assignment of Additional Assigned Contracts

12. The assumption and assignment of the Additional Assigned Contracts pursuant to the terms of this Order is integral to the Utility Purchase, is in the best interest of the Debtors and their estates and constitutes the exercise of sound business judgment by the Debtors.

13. RED has provided adequate assurance of its future performance under the Additional Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

14. Upon the closing of the Utility Purchase, Kodak is authorized to assume each of the Additional Assigned Contracts and assign such Additional Assigned Contract to RED, including the ITT Lease. The payment of the Cure Amounts shall (x) effect a cure of all defaults under section 365 of Bankruptcy Code existing thereunder as of the closing of the Utility Purchase, (y) compensate the applicable counterparty to such Additional Assigned Contract for any and all losses resulting from such default, and (z) together with the assumption of the Additional Assigned Contract by RED, constitute adequate assurance of future performance under section 365 of the Bankruptcy Code thereof. The assignment by Kodak of any of the Additional Assigned Contracts shall not constitute a default thereunder.

15. Kodak shall pay all Cure Amounts due under the Additional Assigned Contracts.

16. Upon assignment of the Additional Assigned Contracts by Kodak to RED, (a) the Debtors shall have no further liability or obligation of any kind whatsoever with respect to such Additional Assigned Contract, and (b) the Debtors, their estates, RED or their successors and assigns shall have no further liability or obligation with respect to any default arising or accruing under such Additional Assigned Contract on or prior to the closing of the Utility Purchase. For the avoidance of doubt, RED is responsible for all obligations under such Additional Assigned Contract that accrue and become due and payable, or are required to be performed, after the closing of the Utility Purchase.

17. Any provisions in any Additional Assigned Contract or in any other agreement that prohibit or condition the assignment of such Additional Assigned Contract or allow the counterparty to such Additional Assigned Contract to terminate, recapture, impose any penalty, condition any renewal or extension or modify any term or condition upon the assignment of such Additional Assigned Contract or any similar provision, constitute unenforceable anti-assignment provisions that are void and of no force and effect. There shall be no payment accelerations, assignment fees, or any other fees or charges imposed upon the Debtors and their estates as a result of the assumption and assignment of the Additional Assigned Contracts.

18. All other requirements and conditions for the assumption by Kodak and assignment to RED of the Additional Assigned Contracts have been satisfied. Upon the closing of the Utility Purchase, RED shall be fully and irrevocably vested with all rights, title and interest of Kodak under each of the Additional Assigned Contracts.

19. All counterparties to the Additional Assigned Contracts and any other parties are forever barred and enjoined from raising or asserting against the Debtors, their estates, RED or their successors and assigns any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment arising under or related to the Additional Assigned Contracts existing as of the closing of the Utility Purchase or arising under or related to the Additional Assigned Contracts by reason of the closing of the Utility Purchase.

Additional Provisions

20. The notice requirements set forth in Local Rule 9013-1(b) with respect to the Motion are satisfied.

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

Dated: July __, 2013
New York, New York

Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT B

Utility Purchase Amendment

AMENDMENT NUMBER ONE TO ASSET PURCHASE AGREEMENT

This Amendment Number One to Asset Purchase Agreement, dated as of June 28, 2013 (this “Amendment”), by and between Eastman Kodak Company, a New Jersey corporation (“Seller”), and RED-Rochester, LLC, a New York limited liability company (“Buyer”), amends the Asset Purchase Agreement, dated as of December 21, 2012, between Seller and Buyer (the “Purchase Agreement”). Capitalized terms used but not defined in this Amendment shall have the respective meanings given to such terms in the Purchase Agreement.

W I T N E S S E T H:

WHEREAS, on June 17, 2013, Seller entered into a Settlement Agreement with DEC and the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation of the State of New York (the “Settlement Agreement”);

WHEREAS, in connection with the Settlement Agreement, the Seller and Buyer desire to amend the Purchase Agreement as set forth herein;

WHEREAS, Seller and Buyer also desire to confirm the satisfaction of certain closing conditions, update and refine the scope of the Purchased Assets and Assigned Contracts, and establish certain mechanics to confirm the final terms of certain Ancillary Agreements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Definitions.

(a) The following definitions are hereby added to Section 1.1 of the Purchase Agreement:

“Additional Motion” means the motion attached as Exhibit L seeking entry of the proposed Additional Order.

“Additional Order” an order entered by the Bankruptcy Court approving the Additional Motion.

“ESD” means the New York State Urban Development Corporation d/b/a Empire State Development, a public benefit corporation of the State of New York.

“Estimated Usage” has the meaning set forth in Section 2.1(c).

“Meter Read Time” has the meaning set forth in Section 2.1(c).

“Required Governmental Payment” has the meaning set forth in Section 2.3(b)(ii).

“Settlement Agreement” means the Settlement Agreement, dated as of June 17, 2013, by and between Seller, DEC and ESD.

“Trust” means the environmental response trust established by Seller pursuant to the Settlement Agreement to fund corrective activities at the Park, as more fully described in such agreement.

(b) The definition of “Assumption Deadline” in Section 1.1 of the Purchase Agreement is hereby amended to read as follows:

“Assumption Deadline” means June 28, 2013 or such later date as the Parties may mutually agree.

(c) The definition “Closing Payment” is hereby deleted from Section 1.1 of the Purchase Agreement.

2. Amendment of Section 2.1(c). Section 2.1(c) of the Purchase Agreement is hereby amended to read in its entirety as follows:

Seller will conduct meter reads and estimate Utilities usage consistent with past practice as close in time as practicable to the Effective Time (the date and time on which such meter reads is conducted, the “Meter Read Time”). The usage for Seller and each Utility Customer of each Utility between the Meter Read Time and the Effective Time (the “Estimated Usage”) shall be estimated in a manner agreed to by the Parties. For the avoidance of doubt, the right to bill and collect for usage by Utility Customers through the Meter Read Time and the Estimated Usage shall constitute an Excluded Asset, the right to bill and collect for usage by Utility Customers after the Meter Read Time to the extent that it exceeds the Estimated Usage shall constitute a Purchased Asset, and Buyer shall bill Seller pursuant to the Seller Utility Services Agreement for Seller’s usage after the Meter Read Time only to the extent that it exceeds Seller’s Estimated Usage.

3. Amendment of Section 2.3(a). Section 2.3(a) of the Purchase Agreement is hereby amended by deleting the phrase “by wire transfer of immediately available funds to an account or accounts designated by Seller,” therefrom.

4. Amendment of Section 2.3(b)(ii). The phrase “No less than five (5) Business Days prior to the projected Closing Date,” in the first sentence of Section 2.3(b)(ii) of the Purchase Agreement is hereby deleted, and the phrase “as early as practicable on the Closing Date” is hereby inserted after the words “deliver to Buyer” in the first sentence of Section 2.3(b)(ii) of the Purchase Agreement. The second sentence of Section 2.3(b)(ii) of the Purchase Agreement is hereby amended to read in its entirety as follows:

At the Closing, an amount equal to Eight Million Five Hundred Thousand Dollars (\$8,500,000), as adjusted pursuant to the Closing Adjustment (such portion of the Purchase Price being paid at Closing, the “Required”

Governmental Payment”), shall be paid by Buyer to Seller or to Seller’s designee (it being understood that Seller hereby designates the Trust as Seller’s designee if the Trust is in full force and effect as of the Closing and, if the Trust is in full force and effect as of the Closing, RED shall be obligated to deposit the Required Governmental Payment directly into the Trust) by wire transfer of immediately available funds to an account in the name of the designee as specified by Seller to Buyer in writing. Unless Seller has given notice to Buyer to the contrary prior to the Closing designating an alternate payee, the Trust shall be deemed to be in full force and effect as of the Closing.

The following sentences are hereby added to Section 2.3(b)(ii) of the Purchase Agreement immediately following the second sentence thereof:

The deposit of the Required Governmental Payment to the Trust is being made at the direction of Seller, shall be treated as an amount paid to Seller for all purposes under this Agreement, the Ancillary Agreements and any Conforming Contract (as such term is defined in the Seller Utility Services Agreement) and shall satisfy the portion of the Purchase Price represented by the Required Governmental Payment to the same extent as if Buyer had paid the Required Governmental Payment to Seller. Seller’s obligation to make any Post-Closing Adjustment owed by Seller shall not be affected by the fact that the Required Governmental Payment was deposited into the Trust, and the Trust shall have no obligation to pay all or any portion of any Post-Closing Adjustment due by Seller.

The phrase “in immediately available funds” in the last sentence of Section 2.3(b)(ii) of the Purchase Agreement is hereby amended to read “by wire transfer of immediately available funds to an account designated in writing by the payee”.

5. Amendment of Section 2.3(b)(iii). The phrase “in immediately available funds” in the last sentence of Section 2.3(b)(iii) of the Purchase Agreement is hereby amended to read “by wire transfer of immediately available funds to an account designated in writing by Seller”.

6. Amendment of Section 2.3(c)(i). The phrase “Closing Payment” in the first sentence of Section 2.3(c)(i) of the Purchase Agreement is hereby amended to read “Required Governmental Payment”.

7. Amendment of Section 2.5. The last sentence of Section 2.5 of the Purchase Agreement is hereby amended to read as follows: “The transactions effected at the Closing shall be effective at such time on the Closing Date as Seller and Buyer agree upon in writing (the “Effective Time”).”

8. Amendment of Section 2.7. The initial clause of Section 2.7 of the Purchase Agreement is hereby amended by adding at the end thereof (after the word “Seller” and before clause (a) thereof) the following phrase: “or, in the case of the Required Governmental Payment,

to the Trust". The phrase "The Closing Payment" in clause (a) of Section 2.7 of the Purchase Agreement is hereby amended to read "The Required Governmental Payment".

9. Amendment of Section 2.8. The following is hereby added as Section 2.8(e) to the Purchase Agreement:

(e) Seller shall file with the Bankruptcy Court the Additional Motion no later than July 3, 2013, with a hearing date of July 17, 2013.

10. Amendment of Section 5.12(c). The second sentence of Section 5.12(c) of the Purchase Agreement is hereby amended to read in its entirety as follows:

Each Customer Contract with respect to which the applicable Utility Customer has executed a Customer Consent and Customer Utility Services Agreement prior to the Assumption Deadline or subsequently agreed in writing by the Parties to constitute an Assigned Contract shall constitute an Assigned Contract.

11. Sale Order. The Parties hereby approve the *Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements* [Docket No. 2893] entered by the Bankruptcy Court on January 18, 2013 (the "Entered Sale Order"). The Parties hereby approve any changes between the form of Exhibit J to the Purchase Agreement and the Entered Sale Order and agree that from and after the date hereof all references to Exhibit J to the Purchase Agreement shall be deemed to be references to the Entered Sale Order. The Parties hereby agree that the condition in Section 6.1(c) of the Purchase Agreement has been satisfied and that neither Party has any right to terminate the Purchase Agreement pursuant to Section 7.1(l) or (m) thereof.

12. Amendment of Section 5.9(a)(ii). The third to the last sentence of Section 5.9(a)(ii) of the Purchase Agreement is hereby amended to read as follows:

Seller's obligation to develop and perform Seller's Remediation Activities will survive Closing until such time as Seller or the Trust receives from the DEC and/or applicable Governmental Authority in accordance with applicable Environmental Law a final determination indicating that any required investigation, monitoring or remediation has been completed to the satisfaction of the DEC and/or applicable Governmental Authority in accordance with applicable Environmental Laws, and that no further action is required of Seller or the Trust with respect to such required action; provided, neither the consummation of the Settlement Agreement nor the establishment of the Trust, nor both, shall be deemed to constitute such a determination from the DEC and/or applicable Governmental Authority.

Section 5.9(a)(ii) of the Purchase Agreement is hereby further amended to add the following sentence at the end thereof:

Seller hereby acknowledges and agrees that Seller's obligations under this Section 5.9(a)(ii) are not modified, revised or otherwise affected by the Settlement Agreement or the establishment of the Trust and the obligation of the Trust to perform any of Seller's Remediation Activities shall not relieve Seller of its obligation to perform such Seller's Remediation Activities under this Section 5.9(a)(ii); provided, Seller shall be deemed to have performed any Seller's Remediation Activities performed by the Trust.

13. PSC Order. Buyer and Seller hereby agree that the condition set forth in Section 6.1(d) of the Purchase Agreement has been satisfied by the Order Approving Transfer Subject to Conditions, Providing for Lightened Ratemaking Regulation and Making Other Findings, issued by the PSC on May 30, 2013, and by the further Order Confirming Prior Order and Granting Certificates of Public Convenience and Necessity, issued by the PSC on June 13, 2013.

14. Satisfaction of Other Closing Conditions. Buyer hereby agrees that the conditions in Sections 6.2(p) and (r) have been satisfied. Seller hereby agrees that the condition in Section 6.3(d) has been satisfied.

15. Additional Closing Condition. The following is hereby added as Section 6.1(f) to the Purchase Agreement:

(f) The Additional Order attached as Exhibit M shall have been entered by the Bankruptcy Court with only such changes as are approved by Buyer and Seller, such approval in the case of inconsequential or *de minimis* changes not to be unreasonably withheld, conditioned or delayed; provided, that notwithstanding the foregoing, nothing in the entered Additional Order shall alter or amend, or have the effect of altering or amending this Agreement or the Ancillary Agreements in any respect or the commercial understanding reflected herein or therein, or the commercial understanding reflected in the proposed Additional Order attached as Exhibit M, and such Additional Order shall be a Final Order (unless such Final Order requirement is waived by Buyer and Seller).

16. Exhibits to the Purchase Agreement. Exhibit L attached hereto is hereby added as Exhibit L to the Purchase Agreement, and Exhibit M attached hereto is hereby added as Exhibit M to the Purchase Agreement.

17. Failure of Additional Order to be Entered or Settlement Agreement to be Approved. Buyer and Seller agree that this Amendment shall be null and void, *ab initio*, and the terms and conditions of the Purchase Agreement, without taking into account or giving effect to any of the amendments and other provisions set forth herein, shall continue in full force and effect if: (i) the Additional Order shall not have been entered by the Bankruptcy Court on or before August 31, 2013; (ii) if the entered Additional Order contains any inconsequential or *de minimis* change to the Additional Order attached as Exhibit M that has not been approved by Buyer and Seller within ten (10) Business Days after entry of the Additional Order, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) if the entered Additional Order (A) contains changes to the Additional Order attached as Exhibit M that have not been approved by

Buyer and Seller prior to the entry of the Additional Order and that are not inconsequential or *de minimis*, or (B) alters or amends, or has the effect of altering or amending, the Purchase Agreement or the Ancillary Agreements in any respect or the commercial understanding reflected herein and therein, or the commercial understanding reflected in the proposed Additional Order attached as Exhibit M; or (iv) the Settlement Agreement is not approved by the Bankruptcy Court on or before the date of the entry of the Additional Order.

18. Certain Ancillary Agreements. Each of the definitions of Change of Control Agreement, Customer Utility Services Agreement, Easement Agreement, Seller Utility Services Agreement, Sewer Agreement, Site Services Agreement, Transition Services Agreement and Utility Rights Agreement is hereby amended by adding “, with such changes thereto as shall be approved in writing by Seller and Buyer prior to or at the Closing” at the end thereof.

19. Schedules; Updates to Schedules. Schedules 1.1(c), 1.1(f), 1.1(j), 2.1(a)(i), 2.1(a)(iii), 2.1(a)(iv) and 2.1(a)(viii) to the Purchase Agreement are hereby replaced by the versions of such Schedules attached hereto as Exhibit A. Sections 3.3(a), 3.7(a) and 3.7(b) of the Seller Disclosure Schedule are hereby replaced by the versions of such Sections attached hereto as Exhibit B. Section 1.2(c) of the Purchase Agreement is hereby amended by adding the following sentence at the end thereof: “The schedules to this Agreement and the Seller Disclosure Schedule may be updated at any time prior to the Closing as agreed by the Seller and Buyer in writing.”

20. Governing Law. Except to the extent that mandatory provisions of the Bankruptcy Code apply, this Amendment shall be governed by and construed in accordance with the law of the State of New York (without giving effect to conflict of law principles) as to all matters, including matters of validity, construction, effect, performance and remedies.

21. Amendment and Modification. Subject to the effect of the provisions of this Amendment, the Purchase Agreement shall continue in full force and effect. Subject to applicable Law, this Amendment may not be amended, modified or supplemented except by a written instrument signed by Seller and Buyer.

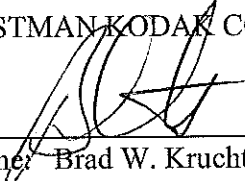
22. Counterparts. This Amendment may be executed in two or more counterparts, all of which together shall constitute one and the same instrument, and portable document format (PDF) copies shall be deemed an original.

23. Section Headings. The section headings herein contained have been provided for convenience of reference only and shall not affect the meaning of construction of any of the provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

EASTMAN KODAK COMPANY

RB

By: 
Name: Brad W. Kruchten
Title: Senior Vice President

RED-ROCHESTER, LLC

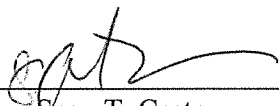
By: _____
Name: Sean T. Casten
Title: President and CEO

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

EASTMAN KODAK COMPANY

By: _____
Name: Brad W. Kruchten
Title: Senior Vice President

RED-ROCHESTER, LLC

By:  _____
Name: Sean T. Casten
Title: President and CEO

Revised Schedules to Purchase Agreement

Schedule 1.1(c)
Customer Contracts

1. Utility Services Agreement dated as of September 30, 2011, by and between Rochester Silver Works, LLC and Eastman Kodak Company;
2. Fire Protection Water Services Agreement dated as of September 30, 2011, by and between Rochester Silver Works, LLC and Eastman Kodak Company;
3. Utility Services Agreement dated as of November 10, 2009, by and between 1000 Lee Road, LLC (LiDestri Foods) and Eastman Kodak Company;
4. Fire Protection Water Services Agreement dated as of November 10, 2009, by and between 1000 Lee Road, LLC (LiDestri Foods) and Eastman Kodak Company;
5. Utility Services Agreement dated as of January 19, 2006, by and between Khuri Enterprise IV Building 508, LLC and Eastman Kodak Company, as amended by that certain amendment dated as of July 5, 2012, by and among Khuri Enterprise IV Building 508, LLC as assignor, Eastman Kodak Company, and 1150 Lee Road, LLC as assignee;
6. Utility Services Agreement dated as of October 21, 2004, by and between Khuri Enterprise III Building 507, LLC and Eastman Kodak Company;
7. Fire Protection Water Services Agreement dated as of April 29, 2009, by and between J.C. Fibers, Inc. and Eastman Kodak Company, as amended by that certain amendment dated as of February 26, 2010;
8. Utility Services Agreement dated as of March 12, 2009, by and between Danisco USA Inc. (Genencor International) and Eastman Kodak Company;
9. Fire Protection Water Services Agreement dated as of March 12, 2009, by and between Danisco USA Inc. (Genencor International) and Eastman Kodak Company;
10. Utility Services Agreement dated as of September 30, 2005, by and between ITT Industries Space Systems, LLC and Eastman Kodak Company;
11. Utility Services Agreement dated as of October 30, 2006, by and between Champion Photochemistry Inc. and Eastman Kodak Company, as amended by those certain amendments dated as of January 1, 2010 and December 1, 2012;
12. Utility Services Agreement dated as of April 30, 2007, by and between Carestream Health, Inc. and Eastman Kodak Company, as amended by those certain amendments dated as of March 31, 2008 and March 16, 2011;
13. Fire Protection Water Services Agreement dated as of April 30, 2007, by and between Carestream Health, Inc. and Eastman Kodak Company, as amended by that certain amendment dated as of November 22, 2010;

14. Utility Services Agreement dated as of December 21, 2010, by and between Bldg.502 LLC (Yaro) and Eastman Kodak Company;
15. Fire Protection Water Services Agreement dated as of December 21, 2010, by and between Bldg.502 LLC (Yaro) and Eastman Kodak Company;
16. Utility Services Agreement dated as of March 31, 2008, by and between Acquest South Park, LLC and Eastman Kodak Company, as amended by that certain amendment dated as of June 1, 2011;
17. Fire Protection Water Services Agreement dated as of March 31, 2008, by and between Acquest South Park, LLC and Eastman Kodak Company, as amended by that certain amendment dated as of June 1, 2011;
18. Utility Services Agreement dated as of December 29, 2007, by and between Ortho-Clinical Diagnostics, Inc. and Eastman Kodak Company, as amended by that certain amendment dated as of December 8, 2008; and
19. Fire Protection Services Agreement dated as of December 29, 2007, by and between Ortho-Clinical Diagnostics, Inc. and Eastman Kodak Company.

Schedule 1.1(f)
Other Contracts

1. Switching Agreement dated as of September 1, 2010, by and between Rochester Switching Services, Inc. and Eastman Kodak Company;
2. Interconnection Agreement dated as of March 16, 2006, by and between Rochester Gas and Electric Corporation and Eastman Kodak Company;
3. Agreement for the Construction, Operation and Maintenance of a Central Sludge Water Pollution Control Facility between the Monroe County Water Authority, the City of Rochester and Eastman Kodak Company, dated December 1, 1974;
4. Agreement for the Private Operation and Maintenance of Nitrogen Generation System and Amendments dated as of January 1, 2006, by and between Air Products and Chemical, Inc. and Eastman Kodak Company, plus Amendment #1 dated as of January 2008, and Amendment #2 dated as of January 2010, and purchase orders issued thereunder;
5. End Users License Agreement dated as of May 23, 2011 by and between Eastman Kodak Company and Locus Technologies;
6. OSISOFT Software License and Services Agreement dated as of November 8, 2004, by and between Eastman Kodak Company and OSISOFT, Inc. and Software License Amendment;
7. Lease Agreement dated as of September 30, 2011 by and between Eastman Kodak Company, Tenant and Rochester Silver Works, LLC, Landlord – Premises: Building 144 and a Portion of Building 101;
8. Ground Lease and Facility services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602);
9. Railroad Transportation Contract CSXT-C-84132 dated December 31, 2009 by and between Eastman Kodak Company and CSX Transportation, Inc., plus Amendment #1 dated as of January 1, 2010, Amendment #2 dated as of March 25, 2010, Amendment #3 dated as of January 1, 2011 and Amendment #4 dated as of January 1, 2012;
10. Demurrage Contract CSXT-C-83190 dated as of _____ by and between Eastman Kodak Company and CSX Transportation, Inc., plus Amendment #1 dated as of January 1, 2008, Amendment #2 dated as of January 1, 2010 and Amendment #3 dated as of January 1, 2013; and
11. Assured Stock Program by and between Babcock & Wilcox and Eastman Kodak Company, dated as of July 1, 2011.

Schedule 1.1(j)
Postpetition Contracts

1. PO7100624340, dated March 15, 2013, to Chematrix, LLC for Sludge Polymer (King's Landing);
2. PO7100611016, dated November 28, 2012, to CP Ward for Fire Main Repair & Maintenance;
3. PO7100620107, dated February 1, 2013 to CP Ward for Utility Main Repairs
4. PO7100625420, dated March 27, 2013, to Peter J. Romano Associates, Inc. for Boiler Ash Management Services;
5. Annual purchase orders after January 19, 2012, where the total value is less than \$100,000;
6. Coal Sales Confirmation dated as of August 10, 2012, by and between Alpha Coal Sales Co., LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 7, 2012);
7. Coal Sales Confirmation dated as of August 6, 2012, by and between Patriot Coal Sales LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 18, 2012);
8. Coal Sales Confirmation dated as of November 19, 2012, by and between Patriot Coal Sales LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 18, 2012);
9. Coal Transaction Confirmation dated as of August 17, 2012, by and between Consol Pennsylvania Coal Company and Eastman Kodak Company;
10. Site Access Agreement by and between Karla Krogstad and Eastman Kodak Company, dated as of June 1, 2012;
11. Ground Lease Agreement by and between Ridgeway Properties, LLC (Building 511) and Eastman Kodak Company, dated as of March 12, 2013;
12. Rate Quotation from Laidlaw dated as of September 7, 2012, for Transport of Incinerator Flyash;
13. Commercial Agreement dated as of January 1, 2013 by and between Xstrata copper Canada and Eastman Kodak Company together with General Terms and Conditions Agreement dated as of January 1, 2011;

Portion of contract to be Assigned:

14. Power Sales Agreement and Confirmation dated as of February 22, 2012 by and between Integrys Energy Services of New York and Eastman Kodak Company; and
15. Natural Gas Sales Agreement by and between UGI Energy Services, Inc. and Eastman Kodak Company dated as of December 18, 2012 together with Customer Confirmation Agreements dated as of December 19, 2012 and May 23, 2013.

Schedule 2.1(a)(i)
Buildings

Building Number	EBP Map Location	Building Description
1	EBP-E	Refrigeration Plant
17	EBP-E	Refrigeration Plant
E-24	EBP-E	Steam-Fuel Oil Unload, Store & Pumping Station
27	EBP-E	Refrigeration Equipment
37	EBP-E	EBPE Industrial Water Reservoir & Pumps - adjacent to B56
61	EBP-E	HP Water Treatment/Distribution
66	EBP-E	High Voltage Bus building
87	KRL	Refrigeration and Steam Reduction Plant supporting North Research Complex
91	EBP-E	Waste Water Treatment - Kings Landing
93	EBP-E	Waste Water Treatment - Kings Landing
94	EBP-E	Waste Water Treatment - Kings Landing
95	EBP-E	Waste Water Treatment - Kings Landing
96	EBP-E	Waste Water Treatment - Kings Landing
97	EBP-E	Waste Water Treatment - Kings Landing
99	EBP-E	Waste Water Treatment - Kings Landing
114	EBP-W	Load Center
D-96	EBP-W	Nitrogen Plant - east of 103/112
215	EBP-X	Electrical Distribution
219	EBP-X	Load Center for 218
H-2	EBP-X	Shed to Protect RG&E Tie (Interconnect) Meters
H-16	EBP-X	Shed @ Transformers North of RG&E Tie (Interconnect) Lines
309	EBP-M	Steam Pressure Reducing Stations for EBPM and Utilities for 308 and 320
311	EBPM	EBPM Industrial Water Reservoir, pumps and Fire System Pumps
321	EBP-M	Power House - Steam, Electric
327	EBP-M	Coal Unloading Building, Steam-Electric
332	EBP-M	Refrigeration Plant
336	EBP-M	Load Center between 301R and 302R
341	EBP-M	Flyash Silo and Unload Building, Steam-Electric
M-40	EBP-M	Nitrogen Plant Shed
M-41	EBP-M	#2 and #6 Fuel Oil Storage tanks on Weiland Road
M-42	EBP-M	Fire Main Pump Station - East of B321
M-46	EBP-M	Electrical Shed in field West 304
N-50	EBP-M	Nitrogen Plant (part of) - North East of 332
M-102	EBP-M	Electrical Shed - near Mt Read South East of 301

M-107	EBP-M	Electrical Shed - South side of 319
M-108	EBP-M	MCWA Service Connection Involving Containment Backflow Preventers, East of 308
M-109	EBP-M	Nitrogen Plant (part of) - North of 332
M-118	EBP-M	Transformer - South of 333
511	EBP-S	Refrigeration Plant
401	EBP-L	High & low lift pump house
402	EBP-L	Control room, precipitators & filters
404	EBP-L	Sodium hypochlorite feed system, backwash chamber, and sludge pumps
A-11	EBP-E	East Tie Connection/Equipment (Located next to B-61)
H-7	EBP-X	Sewer Monitoring Shed
H-10	EBP-X	Sewer Equipment
M-54	EBP-M	Oil Unloading Shed
M-90	EBP-M	Ash Silo
602	EBP-S	Fire Pump Station
A-10	EBP-E	Valve Pit
A-17	EBP-E	Waste Water Sample Station
D-26	EBP-W	Shed
E-7	EBP-E	Switch Room South of B53
E-16	EBP-E	Switch Room NW of B53
E-25	EBP-E	Oil Meter House
E-31	EBP-E	RG&E Meter & Regulator Housing
H-11	EBP-X	Shed East of B218
M-57	EBP-M	Shed
M-103	EBP-M	Drinking Water Backflow Preventer - Weiland Rd
R-5	EBP-E	Current Natural Gas Meter Shed
R-7	EBP-E	Former Kiln Natural Gas Meter Shed
R-9	EBP-E	Caustic Unloading
R-10	EBP-E	Electric Load Center
R-13	EBP-E	Aux Penstock Control Valve Shed
R-16	EBP-E	Foul Gas Scrubber
R-17	EBP-E	Scum Trough Pump Shed
R-21	EBP-E	Sludge Transfer Pump Shed
R-24	EBP-E	Equipment Storage Shed
R-25	EBP-E	Chemical Feed Sheds (Phosphorus & Deoderant)

Schedule 2.1(a)(iii)
Treatment Assets

Location: Lake Station Water Treatment

1. Intake Structure - East
2. Intake Structure - West
3. B-401 Sluice Gates
4. B-401 Sump Pits - East
5. B-401 Sump Pits - West
6. B-401 Surge Suppressor - East
7. B-401 Surge Suppressor - West
8. B-401 Travelling Water Screen - East
9. B-401 Travelling Water Screen - West
10. B-401 Intake Well - East
11. B-401 Intake Well - West
12. B-402 Rapid Sand Filters, Unit 1 (1-18)
13. B-402 Rapid Sand Filters, Unit 2 (19-36)
14. B-402 Rapid Sand Filters, Unit 1 (3-14-15-16-17-18) (Lay-Up Mode)
15. B-402 Rapid Sand Filters, Unit 2 (31-32-33-34-35-36) (Lay-Up Mode)
16. B-402 Sump Pumps Pits (1-6)
17. B-402 Precipitators (1-6)
18. B-404 Coagulant Feed System
19. B-404 Chlorine Feed System (Sodium Hypo)
20. B-404 Back Wash Chamber
21. B-404 Sludge Chamber
22. B-404 DiChlorination System (Sodium BiSulfite)
23. Pumps
 - (A) B-401 #3LL Kodak Water Pump (Gould) and Motor
 - (B) B-401 #4LL Kodak Water Pump (Ingersoll-Rand) and Motor
 - (C) B-401 #5LL Kodak Water Pump (Marsh) and Motor
 - (D) B-401 #6LL Kodak Water Pump (Cascade) and Motor
 - (E) B-401 #7LL Kodak Water Pump (Ingersoll-Rand) and Motor
 - (F) B-401 #11HL Kodak Water Pump (DeLaval) and Motor
 - (G) B-401 #12HL Kodak Water Pump (Worthington) and Motor
 - (H) B-401 #13HL Kodak Water Pump (Worthington) and Motor
 - (I) B-401 #14HL Kodak Water Pump (Gould) and Motor
 - (J) B-401 #17HL Kodak Water Pump (Gould) and Motor
 - (K) B-401 #18HL Kodak Water Pump (Allis-Chamber) and Motor
 - (L) B-401 #19HL Kodak Water Pump (Ingersoll-Rand) and Motor
 - (M) B-401 # Sump Pump and Motor
 - (N) B-402 #1 Coagulant Pump and Motor
 - (O) B-402 #2 Coagulant Pump and Motor
 - (P) B-402 #3 Coagulant Pump and Motor
 - (Q) B-402 #4 Coagulant Pump and Motor
 - (R) B-402 #5 Coagulant Pump and Motor
 - (S) B-402 #6 Coagulant Pump and Motor
 - (T) B-402 #1a Prec Sump Pump and Motor
 - (U) B-402 #1b Prec Sump Pump and Motor
 - (V) B-402 #2a Prec Sump Pump and Motor
 - (W) B-402 #2b Prec Sump Pump and Motor
 - (X) B-402 #3a Prec Sump Pump and Motor
 - (Y) B-402 #3b Prec Sump Pump and Motor

- (Z) B-402 #4a Prec Sump Pump and Motor
- (AA) B-402 #4b Prec Sump Pump and Motor
- (AB) B-402 #5a Prec Sump Pump and Motor
- (AC) B-402 #5b Prec Sump Pump and Motor
- (AD) B-402 #6a Prec Sump Pump and Motor
- (AE) B-402 #6b Prec Sump Pump and Motor
- (AF) B-402 #Sample Turbidity Backwash Pump and Motor
- (AG) B-402 #Sample Unit 1 Pump and Motor
- (AH) B-402 #Sample Unit 2 Pump and Motor
- (AI) B-402 #1 Backwash Pump (Gould) and Motor (Lay-Up Mode)
- (AJ) B-402 #2 Backwash Pump (Gould) and Motor (Lay-Up Mode)
- (AK) B-404 #1 Backwash Pump (Worthington) and Motor
- (AL) B-404 #2 Backwash Pump (Worthington) and Motor
- (AM) B-404 #3 Backwash Pump (Worthington) and Motor
- (AN) B-404 #1 Sludge Pump (Gorman) and Motor
- (AO) B-404 #2 Sludge Pump (Gorman) and Motor
- (AP) B-404 #1 Transfer Pump (Gorman) and Motor
- (AQ) B-404 #2 Transfer Pump (Gorman) and Motor
- (AR) B-404 #1 CL2, Crib Pump (Pulsa) and Motor
- (AS) B-404 #2 CL2, Swing Pump (Pulsa) and Motor
- (AT) B-404 #3 CL2, Trim Pump (Pulsa) and Motor
- (AU) B-404 # Sump Pump and Motor

24. Storage Tanks

- (A) B-402 Coagulant Tank [C-5034]
- (B) B-402 Coagulant Tank [C-5035]
- (C) B-404 Sodium Hypochlorite Tank [EV-5000]
- (D) B-404 Sodium Hypochlorite Tank [EV-5001]

25. Provox Controls

- (A) B-401 Provox Cabinet #93
- (B) B-401 Provox Cabinet #94
- (C) B-402 Provox Cabinet #90
- (D) B-402 Provox Cabinet #91
- (E) B-402 Provox Cabinet #92
- (F) B-402 Provox Control Station (1)

26 Instrumentation

- (A) B-401 East Intake Well Level Transmitter
- (B) B-401 West Intake Well Level Transmitter
- (C) B-401 Flood Alarm Transmitter (Sensor)
- (D) B-401 Clear Well Level Transmitter
- (E) B-402 Turbidimeter: Raw Water Surface Scatter 6 - Low Range
- (F) B-402 Turbidimeter: Raw Water Surface Scatter 6 - High Range
- (G) B-402 Turbidimeter: Lab
- (H) B-402 Turbidimeter: Finished
- (I) B-402 Turbidimeter: Unit 1 Finished
- (J) B-402 Turbidimeter: Unit 2
- (K) B-402 Turbidimeter: Back Wash-Surface Scatter 6
- (L) B-402 Turbidimeter: Raw Water Surface Scatter 6 - Low Range
- (M) B-402 Turbidimeter: Lab
- (N) B-402 Turbidimeter: Finished
- (O) B-402 Turbidimeter: Unit 1 Finished
- (P) B-402 Turbidimeter: Unit 1 Finished
- (Q) B-402 Turbidimeter: Unit 2
- (R) B-402 Chlorine Meter, Raw

- (S) B-402 Chlorine Meter, Finished
- (T) B-402 Chlorine Meter, Unit 1 Finished
- (U) B-402 Chlorine Meter, Unit 2 Finished
- (V) B-402 pH Meter - Inline
- (W) B-402 pH Meter - Lab
- (X) B-402 Conductivity Meter Inline
- (Y) B-402 Conductivity Meter lab
- (Z) B-402 Coagulant Storage Tanks Level Transmitters
- (AA) B-402 Precipitator level - ultrasonic, Unit 1
- (AB) B-402 Turbidimeter, Back Wash
- (AC) B-402 Turbidimeter: Raw Water Surface Scatter 6 - Low Range
- (AD) B-402 Turbidimeter: Raw Water Surface Scatter 6 - High Range
- (AE) B-402 Precipitator Level - "Float Chamber"
- (AF) B-402 Flood Alarm Transmitter (Sensor)
- (AG) B-402 RSF Filter Flow Transmitters (19-36)
- (AH) B-402 Flow Meter and Pressure Transmitter, Unit 1
- (AI) B-402 Flow Meter and Pressure Transmitter, Unit 2
- (AJ) B-402 Turbidimeter: Portable
- (AK) B-402 Chlorine Meter, Portable
- (AL) B-402 Flow Meter: 24"
- (AM) B-402 Flow Meter: 30"
- (AN) B-402 Flow Meter: 48"
- (AO) B-402 Flow Meter: Raw Water - Unit 1
- (AP) B-402 Flow Meter: Raw Water - Unit 2
- (AQ) B-403 Precipitator level - ultrasonic, Unit 2
- (AR) B-404 Sodium Hypo Tank Level Transmitters
- (AS) B-404 Flood Alarm Transmitter (Sensor)

27 Transmission Mains (24", 30", 48")

- (A) L3 Vacuum Breakers - 24/30"
- (B) L9 Vacuum Breakers - 48"

28. Supporting Equipment

28.1 B-401 Air Compressors

- (A) #1 Ingersol Rand Reciprocating Compressor, Motor and Auxiliaries
- (B) #2 Ingersol Rand Reciprocating Compressor, Motor and Auxiliaries

28.2 B-402 Air Compressors

- (A) #1 Ingersol Rand Screw Compressor, Motor and Auxiliaries
- (B) #2 Ingersol Rand Screw Compressor, Motor and Auxiliaries

28.3 B-402 Boilers

- (A) #1 Cleaver Brooks FT Boiler and Auxiliaries
- (B) #2 Cleaver Brooks FT Boiler and Auxiliaries
- (C) #3 Fulton Boiler and Auxiliaries

Location: Building 37 Kodak Water

1. B-37 Reservoir - West
2. B-37 Reservoir - East
3. Instrumentation
 - (A) Reservoir Level Transmitter
 - (B) Reservoir Pressure Transmitter
 - (C) Reservoir Flow Transmitter, East
 - (D) Reservoir Flow Transmitter, West
4. Pumps
 - (A) #3 Kodak Water Pump (Ingersoll-Rand) and Motor

- (B) #4 Kodak Water Pump (Ingersoll-Rand) and Motor
- (C) #5 Kodak Water Pump (Flowserve) and Motor
- (D) #6 Kodak Water Pump (Worthington) and Motor
- 5. Provox Controls
 - (A) Provox Cabinet #25

Location: Building 311 Kodak Water

- 1. B-311 Reservoir - West
- 2. B-311 Reservoir - East
- 3. Instrumentation
 - (A) Reservoir Level Transmitter
 - (B) Reservoir Pressure Transmitter
 - (C) Reservoir Flow Transmitter, East
 - (D) Reservoir Flow Transmitter, West
- 4. Pumps
 - (A) #11 Kodak Water Pump (DeLaval) and Motor
 - (B) #12 Kodak Water Pump and Motor
 - (C) #13 Kodak Water Pump (Worthington) and Motor
 - (D) #14 Kodak Water Pump (Worthington) and Motor
 - (E) #15 Kodak Water Pump (Gould) and Motor
- 5. Provox Controls
 - (A) Provox Control Station (1)

Location: Building 31 High Purity Water (HPW)

- 1. Brine Tank
- 2. High Purity Water Storage Tank
- 3. #23 HPW System Pump & Motor
- 4. #24 HPW System Pump & Motor
- 5. Particle Counter, Point of Manufacturing (30369)
- 6. #21 System Sterilization (Cleaning) Pump & Motor (Lay-Up Mode)
- 7. #22 System Sterilization (Cleaning) Pump & Motor (Lay-Up Mode)
- 8. UV Sterilizers - Plant (Lay-Up Mode)
- 9. B-27 High Purity Water Loading Station (East Side of B-27)
- 10. B-27 High Purity Water Loading Station Meter

Location: Building 61 High Purity Water

- 1. Acid & Caustic Totes
- 2. Anion Exchange Bed (G100 & G200), 140ft³ of Resin
- 3. Brine Storage Tank
- 4. High Purity Water Storage Tank
- 5. Brine Pump & Motor
- 6. Cation Exchange Beds, #1-2 (120ft³ of Resin)
- 7. Caustic Pump & Motor
- 8. Cleaning Skid
- 9. Sub-Micron Filter Housing, Canisters #1-2-3-4-5
- 10. Sub-Micron Filter Housing, Distribution System
- 11. Heat Exchanger (LP Steam Supply), C102
- 12. Heat Exchanger (LP Steam Supply), C202
- 13. Heat Exchanger (LP Steam Supply), C402
- 14. #25 HPW System Pump & Motor
- 15. #26 HPW System Pump & Motor
- 16. Reverse Osmosis (RO) Systems, Tranes 1-2-3-4

17. Sodium Bisulfite Pump & Motor
18. Softeners (Sodium Zeolite), B100, B200, B300
19. TwoBed
20. UV Sterilizers - Plant (254nm), J01, J02
21. UV Sterilizers - Distribution Sys (#110-120-130-140-150)
22. Instrumentation
 - (A) Blak-Ray Meter
 - (B) Cation Inlet (PTF-005)
 - (C) Cation Inlet (AIT-F004)
 - (D) Chlorine Meter
 - (E) Loop Supply Temp Transmitter (TT-L172)
 - (F) Loop Return Temp Transmitter
 - (G) Particle Counter, B35 Return line (AIT-163)
 - (H) Particle Counter, B38 Supply line (AIT-168)
 - (I) Particle Counter, B38 Return line (AIT-163)
 - (J) Polishing Loop Temperature Transmitter
 - (K) Resistivity Monitor, supply Line (AIC-164)
 - (L) Resistivity Monitor, Return Line (AIC-L166)
 - (M) UV Skid Inlet Pressure Transmitter (PT-L19)
 - (N) UV Skid Outlet Pressure Transmitter (PT-L160)
 - (O) Hardness Kit
 - (P) Silk Density Index Kit (SDI)
 - (Q) Conductivity Meter, Portable
 - (R) Total Organic Compounds Analyzers (TOC)
 - (S) Mixed Bed Exchangers (Cation/Anion), H100 & H200
 - (T) Modicon DCS system
 - (U) Multi-Media Filters (A100, A200, A300)
 - (V) PLC Controllers
 - (W) Polishing Skid

Location: Building 29 and 38 High Purity Water

1. B-38 Supply Line Pressure Transmitter (PT-L161)
2. B-38 Return Line Pressure Transmitter (PT-L169)
3. B-29 Deaerated High Purity Water System (Hopper Flush) (Lay-Up Mode)

Location: M42 – Fire Protection Water

1. #1 Kodak Water Pump (Ingersoll-Rand) and Motor
2. #2 Kodak Water Pump (Ingersoll-Rand) and Motor
3. #3 Kodak Water Pump (Gould) and Motor

Location: B-42 – Wastewater Pretreatment

1. Solids Removal System
 - (A) Mixers
 - (B) Pumps and Motors
 - (C) Filter Press
 - (D) Control Systems
 - (E) Conveyor System
 - (F) Lift Station
 - (G) Equilization Tanks
 - (H) Filter Tanks

Location: Kings Landing – Wastewater Treatment

1. Pretreatment

1.1 Auxiliary System

- (A) Aux Bar Screen Level System
- (B) Aux Head Chamber Level System
- (C) Aux Penstock Control Valves
- (D) Aux Penstock/Storm Tank Flowmeter
- (E) Aux Chamber Combustible Vapor Detector (CVD)

1.2 Main System

- (A) Main Penstock
- (B) Main Penstock CVD
- (C) Parshall Flume Flowmeter
- (D) Main Penstock Flowmeter
- (E) Weir Gate and Positioner

1.3 Grit System

- (A) Grit Chamber (B-96)
- (B) Grit Dewatering System
- (C) Hydrogritter Flowmeter
- (D) Hydrogritter Pressure Transmitter
- (E) Grit Chamber Level Transmitter
- (F) Sump Pit High Level Probe

1.4 Carbon Absorption System

- (A) Carbon Absorber
- (B) Carbon System Blower
- (C) Carbon System Blower Motor & Drive
- (D) Carbon System Pipeline
- (E) Carbon System Heaters
- (F) Carbon System RTD
- (G) Carbon System Chiller
- (H) Carbon System Chiller Temperature Controller
- (I) Carbon System Exhaust Flowmeter

1.5 Hydro-Electric Turbine-Generator

(Not In Service)

- (A) Water Turbine
- (B) Electric Generator
- (C) Water Turbine Governor Low Oil Pressure Switch
- (D) Water Turbine Governor Trip
- (E) Water Turbine Governor High Temperature Switch
- (F) Water Turbine Bearing Low Oil Pressure Switch
- (G) Water Turbine Bearing High Oil Temperature Switch

1.6 Storm System

- (A) Storm Water Holding Tank
- (B) Storm Tank Level Meter
- (C) Storm Tank 12" Drain Flowmeter
- (D) Headworks Overflow Meter

2. Primary Treatment (PTP)

2.1 Clarifiers #1, 2 and 3

- (A) #1 Primary Clarifier Skimmer and Drive
- (B) #1 Primary Clarifier Drive Torque Overload
- (C) #2 Primary Clarifier Skimmer and Drive
- (D) #2 Primary Clarifier Drive Torque Overload
- (E) #3 Primary Clarifier Skimmer and Drive
- (F) #3 Primary Clarifier Drive Torque Overload

2.2 B-94 Sludge Pumps

- (A) Recirculation Flowmeter

- (B) Total Primary Sludge Flowmeter
- 2.3 Distribution Chamber
 - (A) Distribution Chamber Level Meter
- 2.4 Total Organic Carbon (TOC) Analyzer
- 3. Neutralization
 - 3.1 pH Monitoring
 - (A) Influent pH Probe
 - (B) Influent pH Probe - Clarifier Inner Ring
 - (C) #1 Primary Treatment Plant Effluent pH Probe- Clarifier Outer Ring
 - (D) #2 Primary Treatment Plant Effluent pH Probe
 - (E) Swing pH Probe - Sample Room
 - (F) Secondary Treatment Plant Effluent pH Probe
 - 3.2 Neutralization Tunnel
 - (A) Neutralization Tunnel Level System #1&2 Transmitters
 - 3.3 Caustic System
 - (A) #1 Caustic Tank
 - (B) #1 Caustic Tank Level System
 - (C) #2 Caustic Tank
 - (D) #2 Caustic Tank Level System
 - (E) Dilution Pumps and Motor
 - (F) Dilution Pumps Pressure Switch
 - 3.4 Lime System
 - (A) 40% Lime Tank
 - (B) 40% Lime Tank Level System
 - (C) 40% Lime Tank LEL Meter
 - (D) 40% Lime Tank Fill Line
 - (E) 40% Lime Flowmeter
 - (F) 40% Lime Pump and Motor
 - (G) 15% Lime Tank
 - (H) 15% Lime Tank Level System
 - (I) 15% Lime to Tailbay Flowmeter
 - (J) 15% Lime Tank Make Up Water Flowmeter
 - (K) #1 15% Lime Pump and Motor
 - (L) #2 15% Lime Pump and Motor
- 4. Sludge Processing
 - 4.1 Polymer System
 - (A) Polymer Tank Conservation Vent
 - (B) #1 Polymer Storage Tank
 - (C) #1 Polymer Storage Tank Level System
 - (D) #2 Polymer Storage Tank
 - (E) #2 Polymer Storage Tank Level System
 - (F) #1 Polymer Batch Pump and Motor
 - (G) #2 Polymer Batch Pump and Motor
 - (H) #1 Polymer Batch Pump Flowmeter
 - (I) #2 Polymer Batch Pump Flowmeter
 - (J) #1 Polymer Batch Pump Pressure Switch
 - (K) #2 Polymer Batch Pump Pressure Switch
 - (L) #1 Polymer Recycle Pump and Motor
 - (M) #2 Polymer Recycle Pump and Motor
 - (N) #1 Polymer Recycle Pump Pressure Switch
 - (O) #2 Polymer Recycle Pump Pressure Switch
 - (P) #1 Polymer Mix Tank

- (Q) #1 Polymer Mix Tank Level Meter
- (R) #1 Polymer Mix Tank High/Low Level Switch
- (S) #2 Polymer Mix Tank
- (T) #2 Polymer Mix Tank Level Meter
- (U) #2 Polymer Mix Tank High/Low Level Switch
- (V) #1 Polymer Feed Pump and Motor
- (W) #2 Polymer Feed Pump and Motor
- (X) #3 Polymer Feed Pump and Motor
- (Y) #1 Polymer Feed Pump Flow/Pump Speed
- (Z) #2 Polymer Feed Pump Flow/Pump Speed
- (AA) #3 Polymer Feed Pump Flow/Pump Speed
- (AB) #1 Polymer Feed Pump Pressure Switch
- (AC) #2 Polymer Feed Pump Pressure Switch
- (AD) #3 Polymer Feed Pump Pressure Switch
- (AE) #1 Polymer Transfer Pump and Motor
- (AF) #2 Polymer Transfer Pump and Motor
- (AG) #1 Polymer Transfer Pump Pressure Switch
- (AH) #2 Polymer Transfer Pump Pressure Switch
- (AI) B-95 Polymer Tank Level Meter
- (AJ) B-95 Polymer Tank Level Meter
- (AK) #1 Belt Press Polymer Flowmeter
- (AL) #2 Belt Press Polymer Flowmeter
- (AM) #1 Belt Press Polymer Dilution Water Flowmeter
- (AN) #2 Belt Press Polymer Dilution Water Flowmeter
- (AO) #1 Belt Press Polymer Pump and Motor
- (AP) #1 Belt Press Polymer Pump Pressure Switch
- (AQ) Swing Belt Press Polymer Pump and Motor
- (AR) Swing Belt Press Polymer Pump Pressure Switch
- (AS) #2 Belt Press Polymer Pump and Motor
- (AT) #2 Belt Press Polymer Pump Pressure Switch

4.2 Dissolved Air Flootation (DAF) System

- (A) 2 Sludge Thickening Tanks
- (B) DAF Area Vent Fans, Belts And Sheaves
- (C) DAF Area Vent Fans Electrical Controls
- (D) DAF Area Vent Fans Ductwork Dampers
- (E) Thickened Waste Activated Sludge (TWAS) Tank
- (F) TWAS Tank Level Meter
- (G) #1 TWAS Pump and Motor
- (H) #2 TWAS Pump and Motor
- (I) #3 TWAS Pump and Motor
- (J) #1 TWAS Pump Pressure Switch
- (K) #2 TWAS Pump Pressure Switch
- (L) #3 TWAS Pump Pressure Switch
- (M) TWAS Flowmeter
- (N) #1 DAF Waste Activated Sludge (WAS) Tank
- (O) #2 DAF Waste Activated Sludge (WAS) Tank
- (P) #1 DAF WAS Flowmeter
- (Q) #2 DAF WAS Flowmeter
- (R) WAS To TWAS Flowmeter
- (S) #1 Gas Absorption Tank (GAT)
- (T) #1 GAT Pressure Transmitter
- (U) #1 GAT Level Meter
- (V) #2 Gas Absorption Tank (GAT)
- (W) #2 GAT Pressure Transmitter
- (X) #2 GAT Level Meter
- (Y) #1 DAF Tank

- (Z) #2 DAF Tank
- (AA) #1 DAF Tank Scraper and Drive
- (AB) #2 DAF Tank Scraper and Drive

4.3 Sludge Mixing

- (A) #1 Sludge Holding Tank
- (B) #2 Sludge Holding Tank
- (C) #3 Sludge Holding Tank
- (D) #4 Sludge Holding Tank
- (E) #1 Sludge Holding Tank Level Meter
- (F) #2 Sludge Holding Tank Level Meter
- (G) #3 Sludge Holding Tank Level Meter
- (H) #4 Sludge Holding Tank Level Meter
- (I) #1 Sludge Holding Tank High Level Switch
- (J) #2 Sludge Holding Tank High Level Switch
- (K) #3 Sludge Holding Tank High Level Switch
- (L) Sludge Transfer Pumps

4.4 Centrifuge Dewatering System

- (A) Centrisys Centrifuge
- (B) Viscotherm Controls System

4.5 Belt Press System

- (A) Belt Press
- (B) Belt Press Room H₂S Monitor
- (C) Belt Press Low Air
- (D) Belt Press Sludge Flowmeter
- (E) Sludge Header Pressure Meter

5. Incineration

5.1 Ash System

- (A) Dust Collector System Fan
- (B) Dust Collector System Motor
- (C) Dust Collector System D/P Meter
- (D) Dust Collector System Photohelic
- (E) Ash Bin
- (F) Ash Bin Diffuser Piping
- (G) Ash Bin Temperature Transmitter
- (H) Ash Bin Magnehelics
- (I) Ash Bin Bag Filter
- (J) Ash Bin Bag Filter Magnehelics
- (K) Ash Bin Bag Filter High Pressure Switch
- (L) Ash Bin Bag Filter Leak Gauge
- (M) Ash Bin Vent Fan and Motor
- (N) Ash Bin Diffuser Blower and Motor
- (O) Ash Trailer Level Meter
- (P) Ash Crushers Pressure Transmitter

5.2 Conveyors

- (A) Bunker Conveyor Gearbox and Chain
- (B) Bunker Conveyor Chain Sprocket and Drive
- (C) Bunker Conveyor Motor And Switches
- (D) Bunker Conveyor Floor And Wear Plates
- (E) Bunker Conveyor Variable Speed Drive
- (F) Bunker Conveyor Shaft Bearings
- (G) Bunker Conveyor Chain And Flights
- (H) Sludge Weigh Conveyor
- (I) Sludge Weigh Conveyor Weigh Cell
- (J) Sludge Weigh Conveyor Motor And Switches

- (K) Grit Conveyor Variable Speed Drive
- (L) Grit Conveyor Belt & Rollers
- (M) Grit Conveyor Switches
- (N) Grit Conveyor Gearbox
- (O) Grit Conveyor Rollers

5.3 Fans

- (A) Combustion Air Fan and Motor
- (B) Fresh Air Fan and Motor

5.4 Multiple Hearth

- (A) Hearth Burners
- (B) Hearth Burners Fireeyes
- (C) Hearth Top and Bottom Bearing
- (D) Hearth Starters & Disconnects
- (E) Hearth Trio Cabinets
- (F) Hearth Sand Seals
- (G) Hearth O2 Analyzer
- (H) Hearth Thermocouples
- (I) Hearth Main Gas High & Low Pressure Switches
- (J) Hearth Pilot Gas High & Low Pressure Switches
- (K) Hearth Burners Control Valves
- (L) Hearth Instrumentation Overfire Air Valves
- (M) Hearth Instrumentation Magnehelics
- (N) Hearth Instrumentation Draft Pressure Transmitter
- (O) Hearth Drive Motor
- (P) Hearth Drive Speed Output & Tach
- (Q) Hearth Drive Starter
- (R) Hearth Drive Gearbox and Bull Gear

5.5 Air Pollution Control (APC) System

5.5.1 Secondary Combustion Chamber (SCC)

- (A) SCC Structure
- (B) SCC Off-Gas Pressure Transmitter
- (C) SCC Off-Gas Temperature-Thermocouple
- (D) SCC Blower and Motor
- (E) SCC Burner Valves & Pipe
- (F) SCC Emergency Stack

5.5.2 Quench System

- (A) Quench Chamber
- (B) Quench Valves & Pipe
- (C) Quench Nozzles

5.5.3 Condenser

- (A) Condenser
- (B) Condenser Associated Equipment

5.5.4 Venturi

- (A) Venturi Structure
- (B) #1 Venturi Recycle Pump
- (C) #1 Venturi Recycle Pump Motor
- (D) #2 Venturi Recycle Pump
- (E) #2 Venturi Recycle Pump Motor
- (F) Venturi Piping & Nozzles
- (G) Venturi pH Probe/Meter

5.5.5 Entrainment Separator

- (A) Separator Structure
- (B) Separator Nozzles & Piping

5.5.6 Wet Electrostatic Precipitator (WESP)

- (A) #1 WESP Purge Air Blower and Motor
- (B) #2 WESP Purge Air Blower and Motor
- (C) WESP High Voltage Equipment
- (D) WESP Piping & Valves
- (E) WESP Structure
- (F) WESP Heaters
- (G) WESP Internal
- (H) WESP Nozzles
- (I) WESP Preconditioning Spray
- (J) WESP Insulators
- (K) WESP Natural Draw Filters

5.5.7 Discharge Stack

- (A) Discharge Stack
- (B) Discharge Stack Exhaust Flow Transmitter
- (C) Discharge Stack Exhaust Temperature Probe
- (D) Plume Burner Piping & Valves
- (E) Plume Burner Electrical Controls
- (F) Plume Burner High/Low Gas Pressure Switch
- (G) Plume Burner Gas Flow Meter
- (H) Plume Burner Comb Air Low Pressure Switch
- (I) Plume Burner Comb Air Flow Valve
- (J) Plume Burner Blower and Motor
- (K) Plume Burner Blower Starter & Disconnect Switch

5.5.8 ID Fan

- (A) ID Fan
- (B) ID Fan Silencer
- (C) ID Fan Ductwork

5.5.9 Air Pollution Control (APC) Feed Water System

- (A) APC Feed Water Pit Level System
- (B) APC Feed Water System Low D/P Switch
- (C) APC Feed Water System Low Pressure Switch
- (D) APC Feed Water Strainer High D/P Switch

5.5.10 APC Effluent Water System

- (A) APC Sump Level Meter
- (B) APC Sump Flowmeter

5.5.11 CEMS (Continuous Emissions Monitoring System)

- (A) CEMS Probe & Analyzers
- (B) CEMS Sample Chiller & CO Analyzer
- (C) CEMS Sample System/CO & O₂ Analyzers

6. Odor Control (Sodium Hydrochlorite Scrubber System)

6.1 R-16 NaOCl Tank

- (A) NaOCl Tank Level Meter
- (B) NaOCl Tank Level Meter - Miltronics
- (C) NaOCl Unloading Pump
- (D) NaOCl Unloading Pump Motor

6.2 #2 Scrubber

- (A) Sump Level Transmitters
- (B) Make Up Water Flowmeter
- (C) Scrubber Makeup Water Valves
- (D) #2 Chlorine Flowmeter
- (E) #2 Scrubber Fan
- (F) #2 Scrubber Fan Motor
- (G) Scrubber Recirc Flowmeters

- (H) #2 Recycle Pump and Motor
- (I) Scrubber Blowdown Flowmeter (#2)
- 6.3 #3 Scrubber
 - (A) Sump Level Transmitters
 - (B) Make Up Water Flowmeter
 - (C) Scrubber Makeup Water Valves
 - (D) #3 Chlorine Flowmeter
 - (E) #3 Scrubber Fan and Motor
 - (F) Scrubber Recirc Flowmeters
 - (G) #3 Recycle Pump and Motor
- 6.4 Residual Chlorine Monitoring
 - (A) Residual Chlorine Analyzer
 - (B) Residual Chlorine Eductor
- 6.5 Scrubber Sump Pit
 - (A) Sump Pit Level Meter
- 6.6 Foul Air Feed System
 - (A) Foul Air Fan
 - (B) Foul Air Fan Motor
 - (C) Foul Air Fan Pressure Transmitter
- 7. Secondary Treatment (STP)
 - 7.1 Cranes
 - (A) Shepard Niles 2-Ton Cranes.
 - (B) Shepard Niles 6-Ton Cranes.
 - 7.2 Aeration Basins #1, 2 and 3
 - (A) Dissolved Oxygen (DO) Probes
 - (B) #1 Aeration Basin Air Flowmeter
 - (C) #2 Aeration Basin Air Flowmeter
 - (D) #3 Aeration Basin Air Flowmeter
 - (E) #1 Axi Compressor and Motor
 - (F) #2 Axi Compressor and Motor
 - (G) #5 Axi Compressor and Motor
 - (H) #1 Axi Compressor Pressure & Temperture Switch
 - (I) #2 Axi Compressor Pressure & Temperture Switch
 - (J) #5 Axi Compressor Pressure & Temperture Switch
 - (K) Jet Aeraor Air Compressors (5)
 - (L) Jet Aeration Mix Liquor Pumps (12)
 - (M) Jet Aerators (24)
 - (N) Trickling Filters (2)
 - 7.3 Settling Basins #1, 2 and 3
 - (A) #1 WAS Pump
 - (B) #2 WAS Pump
 - (C) #3 WAS Pump
 - (D) #1 WAS Pump Flowmeter
 - (E) #2 WAS Pump Flowmeter
 - (F) #3 WAS Pump Flowmeter
 - (G) #1 Settling Basin Drive
 - (H) #2 Settling Basin Drive
 - (I) #3 Settling Basin Drive
 - (J) #1 Settling Basin Drive Torque Meter
 - (K) #2 Settling Basin Drive Torque Meter
 - (L) #3 Settling Basin Drive Torque Meter
 - (M) #1 Basin Open Channel Flowmeter
 - (N) #2 Basin Open Channel Flowmeter

- (O) #3 Basin Open Channel Flowmeter
 - (P) East Return Sludge Flowmeter
 - (Q) Middle Return Sludge Flowmeter
 - (R) West Return Sludge Flowmeter
 - (S) 2 Basin Operation Return Sludge Flowmeter
- 7.4 Effluent System
- (A) Secondary Treatment Plant Effluent Flowmeter
 - (B) Effluent Suspended Solids Analyzer
 - (C) Outfall Chamber
 - (D) Outfall Chamber Level Meter
- 7.5 Phosphorous System
- (A) Phosphorous Tank
 - (B) Phosphorous Tank Level Meter
 - (C) Phosphorous Tank High Level Probe
 - (D) Phosphorous System Pressure Switch
 - (E) Phosphorous Pump and Motor
 - (F) Phosphorous Pump
- 7.6 Mod 300 Controls
- (A) Mod 300 Control Systems and Historian
- 7.7 Total Organic Carbon (TOC) Analyzer
8. Supporting Equipment
- 8.1 B-95 Vacuum System
- (A) Vacuum System Pipeline
 - (B) Vacuum and Motor
 - (C) Vacuum Separator
 - (D) Vacuum Separator Magnehelic Monitor
 - (E) Vacuum System HEPA Filter
 - (F) Vacuum System HEPA D/P Meter
- 8.2 Compressed Air System
- (A) Air Dryers
 - (B) Air Dryers Moisture Sensor
- 8.3 Boilers
- (A) B-95 Cleaver Brooks FT Boiler and Auxiliaries
 - (B) B-95 Cleaver Brooks VWT Boiler and Auxiliaries
 - (C) B-91 Cleaver Brooks VWT Boiler and Auxiliaries

Sewer Equipment

1. Industrial Sewer
- 1.1 B-69 Sample Station
- (A) B-69 Sampler
 - (B) B-69 Flowmeter
 - (C) B-69 CVD
- 1.2 H-7 Sample Station
- (A) H-7 Sampler
 - (B) H-7 Flowmeter
 - (C) H-7 CVD

Schedule 2.1(a)(iv)
Distribution Assets

The assets for the distribution of steam, condensate return, chilled water, 9°F brine, -95°F brine, industrial water, demineralized water, high purity water, potable water, compressed air, nitrogen and natural gas, where applicable, consists of, but not limited to, the piping, insulation, protective covering, free standing pipe bent supports, buildings mounted pipe supports, pipe bridges, pipe hangers, steam heat tracing, electric heat tracing, and metering including the associated totalizing equipment and appurtenances, located throughout the Park. The chilled water, 9°F brine, -95°F brine and in some cases high purity water include both supply and return distribution piping.

A delivery point is the point at which a commodity is delivered, or with respect to condensate return, chilled water return, 9°F brine return, -95°F brine return and high purity water return, the point at which the commodity being returned is delivered. A list of delivery points is attached as Exhibit A. In each case, the Distribution Assets are those facilities between the Generating Assets or Treatment Assets and the delivery point (including any valve or meter at the delivery point). (Note, any metering element or metering device on the customer's side of a delivery point is still a Purchased Asset.)

For condensate return, the delivery points are the customer side of the "return system," such system to include conductivity probe/meter(s), receiver(s), pump(s), discharge shutoff valve(s) and loop seals.

For electric, the delivery points are located in the high-voltage electric switchroom loadcenters located in the user's building, and more particularly is either: (i) the point in the high-voltage electric switchrooms wall where each circuit leaves the user side of the wall; or (ii) the user's side of the Pull Boxes/Junction Boxes located on such switchroom wall for a circuit, if provided.

For fire protection water, the delivery points are on the customers' side of all post indicator valves (PIV and PIVA) located around each building throughout the Park.

The fiber optic communication line between B-61 and B-31, as well as the fiber optic communication line between B-31 and B-27, which are related to the operation of the High Purity Water System.

The assets for the distribution of electric consist of, but are not limited to, in service electric wires and insulation, duct banks, manholes, interconnections to Rochester Gas and Electric including associated equipment and appurtenances, electric switchrooms, transformers, and load centers including electric breakers and related appurtenances installed within load centers, and electric metering including the associated totalizing equipment and appurtenances, located throughout the Park.

The assets for the distribution of fire protection water consist of, but are not limited to, water mains, piping, valves, pumps, hydrants, backflow preventers, strainers, pressure regulators and pressure relief valves, cross-connections to county water and city water, and related equipment and facilities located throughout the Park. In addition, the assets for the distribution of fire protection water include the following assets:

Location: Building 311 Fire Main Assets

1. Pumps

(A) Diesel Pump – vertical, centrifugal pump with Diesel engine drive, controls, piping, valves and all appurtenances.

- (B) Electric Pump- vertical, centrifugal pump with electric motor drive, controls, piping, valves and all appurtenances.
- 2. Tank – Diesel Fuel Storage Tank

Location: Building 602 Fire Main Assets

- 1. Pump – Diesel Driven Pump – horizontal, centrifugal pump with Diesel engine drive, controls, piping, valves and all appurtenances.
- 2. Tank – Diesel Fuel Storage Tank

The assets for industrial sewer distribution consist of, but are not limited to, sewer mains, sewer laterals, manholes, pump lift stations and related equipment and facilities located throughout the Park.

The assets for natural gas distribution consist of, but are not limited to, pipeline, valves, hangers and metering to manufacturing departments in the Park.

Exhibit A Delivery Points

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
<u>Steam—260 psig</u>					
260psig	53	260- 061	-E	B-53	
260psig	53	260- 023	-E	B-53	Normally Closed
260psig	156	260- 007	-W	East Pipe Bent	RSW Delivery Point
260psig	218	Customer Side of FR-72		B-218	
260psig	308	260- 004	-M	B-308	Normally Closed
260psig	325	At Valve *		B-325	Downstream of FR-37
260psig	317	260- 022	-M	B-317	
260psig	317	260- 002	-M	B-317	
260psig	313	260- 015	-M	B-313	OCD Delivery Point
260psig	313	260- 018	-M	B-313	OCD Delivery Point
260psig	349	260- 019	-M	B-349	
260psig	333	260- 017	-M	B-333	Normally Closed
260psig	605	260- 003	-S	B-605	Normally Closed
260psig	610	260- 015	-S	B-610	
<u>Steam—140 psig</u>					
140psig	337	Customer Side of FR-19		B-337	Shutoff Valve 140-025-M in B-304
140psig	304	140- 020	-M	B-304	
140psig	305	140- 038	-M	B-305	
140psig	319	140- 012	-M	B-319	
140psig	308	140- 013	-M	B-308	
140psig	320	140- 017	-M	B-320	
140psig	Distilling	At elbows near M68		B-321	Shutoff Valve 140-024-M near B-321
140psig	318	140- 002	-M	B-318	
140psig	317	140- 015	-M	B-317	
140psig	317	140- 004	-M	B-317	
<u>Steam—135 psig</u>					
135psig	14	Customer Side of FR-30		B-31	Shutoff Valve 005 & 030 in B-31
135psig	53	135- 029	-E	B-53	
135psig	53	135- 150	-E	B-53	
135psig	53	135- 015	-E	B-53	
135psig	53	135- 160	-E	B-53	
<u>Steam—70 psig</u>					
70psig	38	70- 117	-E	B-38	
70psig	35	70- 053	-E	B-35	
70psig	35	70- 055	-E	B-35	
70psig	42	70- 101	-E	B-42	
70psig	42	70- 034	-E	B-42	Normally Closed
70psig	59	70- 096	-E	B-59	
70psig	59	70- 097	-E	B-59	
70psig	30	70- 048	-E	B-30	Normally Closed
70psig	30	70- 062	-E	B-30	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
70psig	30	70- 063 -E		B-30	
70psig	30	70- 087 -E		B-30/28Alley	
70psig	30	70- 121 -E		B-30/28Alley	
70psig	30	70- 046 -E		B-30/28Alley	
70psig	28	70- 049 -E		B-30/28Alley	
70psig	54	70- 136 -E		B-54	
70psig	82A	70- 093 -E		B-82C	
70psig	82D	70- 091 -E		B-82D	
70psig	81	70- 095 -E		B-81	TrueSense Delivery Point
70psig	110/143	70- 001 -W		B-101	RSW Delivery Point
70psig	148	70- 081 -W		B-148	
70psig	117	70- 036 -W		B-117	
70psig	120/121	70- 015 -W		B-120	
70psig	107	70- 008 -W		B-107	
70psig	142	70- 054 -W		B-142	
70psig	112	70- 051 -W		B-112	
70psig	114	70- 013 -W		B-114	
70psig	218	70- 022 -X		B-218	
70psig	205	70- 019 -X		B-205	
70psig	205	70- 005 -X		B-205	
70psig	205	At Valve *		B-205	3"East Leg near 004
70psig	205	At Valve *		B-205	12"West Leg near 004
70psig	205	At Valve *		B-205	8"West Leg between 004&012 for (10" To 4th N.A.) + (6"East Leg) to B-205
70psig	205	B205-Side of Tee W. of 012			
70psig	214SW	At Bldg Wall (CSH-side of Bridge)		B-205	Carestream Delivery Point
70psig	214NW	At Bldg Wall (CSH-side of Bridge)		B-205	Carestream Delivery Point
70psig	211	70- 021 -X		B-211	

Steam—Low Pressure

LP	35	LP- 113 -E		B-35	
LP	42	LP- 393 -E		B-42	
LP	42	LP- 389 -E		B-42	
LP	42	LP- 390 -E		B-42	
LP	42	LP- 391 -E		B-42	
LP	59	At Bldg Wall before first take-off		B-42	Shutoff Valve LP-205-E on B-42
LP	38	LP- 377 -E		B-38	
LP	14	LP- 061 -E		B-7	
LP	14	LP- 057 -E		B-14	
LP	2	LP- 126 -E		B-2	
LP	6	LP- 134 -E		B-2	
LP	6	LP- 078 -E		B-6	
LP	6 Leg	At Tee Upstream of LP-078-E			Leg upstream of LP-078-E
LP	6	LP- 059 -E		B-6	
LP	6	LP- 114 -E		B-6	
LP	30	LP- 051 -E		B-30	(loop)
LP	30	LP- 052 -E		B-30	Normally Closed (loop)
LP	30-B	At Tee Upstream of LP-147-E			Leg upstream of LP-147-E
LP	30	LP- 147 -E		B-30	(loop)

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
LP	30	LP- 137 -E		B-30	Normally Closed (loop)
LP	30	LP- 416 -E		B-30	
LP	28	LP- 049 -E		B-30/28 Alley	
LP	26	At Bldg Wall		B-1/26 Alley	Shutoff Valve LP-079-E in Alley
LP	29(V100)	At Bldg Wall		B-30/29 Alley	Shutoff Valve LP-100-E in Alley
LP	29	LP- 132 -E		B-29	(loop)
LP	29	LP- 082 -E		B-29	Normally Closed (loop)
LP	29(N.End)	At Valve *		B-29	Leg upstream of LP-127-E
LP	29	LP- 128 -E		B-29	(loop)
LP	29	LP- 120 -E		B-29	Normally Closed (loop)
LP	29	LP- 085 -E		B-29	
LP	29	LP- 275 -E		B-29	
LP	12	At Bldg Wall		B-29	Shutoff Valve LP-091-E on B-29
LP	8	LP- 046 -E		B-8	
LP	56	LP- 267 -E		B-56	
LP	56	LP- 276 -E		B-56	
LP	56	LP- 277 -E		B-56	
LP	56	LP- 037 -E		B-56	
LP	56 NW	At Valve *		B-56	Leg Next to LP-037-E
LP	18	LP- 043 -E		B-18	Normally Closed (loop)
LP	48	LP- 019 -E		East Pipe Bent	Champion Delivery Point (loop)
LP	46	LP- 444 -E		B-46	
LP	54	Customer Side of FR-62		B-27	Shutoff Valve LP-130-E on B-27
LP	47	LP- 381 -E		B-47	
LP	53	LP- 095 -E		B-53	
LP	53	LP- 122 -E		B-53	
LP	53	LP- 273 -E		B-53	
LP	82A	LP- 270 -E		B-82D	
LP	82C	LP- 096 -E		B-82C	
LP	82D	LP- 264 -E		B-82D	
LP	143	LP- 066 -W		B-143	RSW Delivery Point
LP	156	LP- 050 -W		B-156	RSW Delivery Point
LP	119	LP- 061 -W		West Pipe Bent	
LP	119	LP- 062 -W		B-119	
LP	103	LP- 008 -W		B-103	
LP	112	LP- 007 -W		B-112	
LP	107	LP- 006 -W		B-107	
LP	136	LP- 060 -W		B-136	
LP	120	LP- 015 -W		B-120	
LP	120	LP- 016 -W		B-120	
LP	120	LP- 026 -W		B-120	
LP	117	LP- 074 -W		B-117	
LP	117	LP- 021 -W		B-117	
LP	148	LP- 104 -W		B-148	
LP	218	LP- 009 -X		B-218	
LP	337	At Bldg Wall		B-337	Shutoff Valve LP-004-M near B-304
LP	339	At Bldg Wall		B-339	Shutoff Valve LP-100-M in B-304
LP	304	LP- 101 -M		B-304	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
LP	304	LP- 060	-M	B-304	
LP	303	LP- 023	-M	B-303	
LP	301	LP- 042	-M	B-301	
LP	M5	LP- 048	-M	M5	
LP	M30	LP- 038	-M	M30	
LP	308	Customer Side of FR-54		B-309	Shutoff Valve LP-003-M in B-309
LP	M28	LP- 007	-M	M28	
LP	320	LP- 097	-M	B-320	
LP	319	LP- 016	-M	B-319	
LP	319	LP- 131	-M	B-319	
LP	350	LP- 095	-M	B-350	
LP	318	LP- 015	-M	B-318	
LP	325	LP- 024	-M	B-325	
LP	Distilling	Customer Side of FR-38		B-321	
LP	313	LP- 012	-M	B-313	OCD Delivery Point
LP	313	LP- 098	-M	B-313	OCD Delivery Point
LP	317	LP- 132	-M	B-317	
LP	317	LP- 011	-M	B-317	
LP	317	LP- 030	-M	B-317	
LP	317	LP- 099	-M	B-317	
LP	326	LP- 027	-M	B-326	
LP	326	LP- 040	-M	B-326	
LP	326	LP- 044	-M	B-326	
LP	349	LP- 035	-M	B-349	
LP	333	At Bldg Wall		B-326	Shutoff Valve LP-039-M at B-326
LP	507	LP- 064	-S	B-507	Khuri Delivery Point
LP	508	LP- 060	-S	B-508	LiDestri Delivery Point
LP	642	LP- 063	-S	B-642	LiDestri Delivery Point
LP	642	LP- 066	-S	B-642	LiDestri Delivery Point
LP	642	LP- 050	-S	B-642	LiDestri Delivery Point
LP	605	LP- 004	-S	B-605	Acquest Delivery Point
LP	605	LP- 019	-S	B-605	Acquest Delivery Point
LP	601	LP- 072	-S	B-601	ITT Delivery Point

Condensate Return

Cond All Customer side of "Return System"

NOTE: Excluding exception below, "Return System" to include conductivity probe/meter(s), receiver(s), pump(s), discharge shutoff valve(s) and loop seals. Piping of condensate from Building to Return System is Customer's responsibility.

Cond	48	Loop Seal		B-48	Upstream of CO-125-E and CO-126-E
Cond	18	Loop Seal		B-18	Upstream of CO-208-E and CO-203-E
Cond	81	Loop Seal		B-81	TrueSense Delivery Point
Cond	110	Loop Seal		B-110	Upstream of CO-036-W
Cond	214	Loop Seal		B-214	Upstream of CO-009-X and CO-010-X
Cond	214	Loop Seal		B-214	Upstream of CO-011-X
Cond	313	Loop Seal		B-313	Upstream of CO-058-M
Cond	313	Loop Seal		B-313	Upstream of CO-059-M
Cond	507	Loop Seal		B-507	Upstream of CO-003-S
Cond	508	Loop Seal		B-508	Upstream of CO-004-S

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
Cond	642	Loop Seal		B-642	Upstream of CO-005-S
Cond	605	Loop Seal		B-605	Upstream of CO-006-S
Cond	605	Loop Seal		B-605	Upstream of CO-030-S
Cond	605	Loop Seal		B-605	Upstream of CO-007-S
Cond	605	Loop Seal		B-605	Upstream of CO-008-S
Cond	601	Loop Seal		B-601	Upstream of CO-033-S and CO-034-S
Cond	610	Loop Seal		B-610	Upstream of CO-028-S and CO-029-S
<u>South 35F Chilled Water</u>					
CW	12	40- 076 -E	At Valve	B-12 & B-30	Return Shutoff Valve 40-077-E @ B-30
CW	29	40- 095 -E		B-29	B-12 Supplied through Valves 078/079
CW	29	40- 091 -E		B-29	
CW	29	40- 096 -E		B-29	
CW	29	40- 102 -E	At Bldg Wall	B-29	Return Downstream of FR-8
<u>40F Chilled Water</u>					
CW	14	At Bldg Wall	At Bldg Wall	B-31	Shutoff Valves 40-151-E/40-150-E in B-31
CW	6	40- 135 -E	40- 134 -E	B-6	
CW	6	40- 229 -E	40- 228 -E	B-6	
CW	6	40- 307 -E	40- 306 -E	B-6	
CW	59	40- 131 -E	40- 130 -E	B-59	
CW	59	40- 175 -E	40- 174 -E	B-59	
CW	42	40- 137 -E	40- 136 -E	B-42	
CW	42	40- 165 -E	40- 164 -E	B-42	
CW	42	40- 191 -E	40- 190 -E	B-42	
CW	35	40- 245 -E	40- 246 -E	B-35	(Valves 297/296 considered Mains)
CW	35	40- 233 -E	40- 232 -E	B-35	
CW	35	40- 235 -E	40- 234 -E	B-35	
CW	35	40- 327 -E	40- 326 -E	B-35	
CW	35	40- 179 -E	40- 178 -E	B-35	
CW	26	At Bldg Wall	At Bldg Wall	B-1/26 Alley	Shutoff Valves 40-053-E/40-054-E in Alley
CW	38	40- 419 -E	40- 418 -E	B-38	
CW	28	40- 251 -E	40- 252 -E	B-30/28 Alley	
CW	28	40- 107 -E	40- 106 -E	B-30/28 Alley	
CW	30	40- 045 -E	40- 046 -E	B-30	
CW	30	40- 219 -E	40- 218 -E	B-30	
CW	30	40- 485 -E	40- 484 -E	B-30	
CW	30	40- 221 -E	40- 220 -E	B-30	
CW	30	40- 207 -E	40- 206 -E	B-30	
CW	12	40- 277 -E	40- 276 -E	B-12	
CW	12	40- 279 -E	40- 278 -E	B-12	
CW	12	40- 281 -E	40- 280 -E	B-12	
CW	8	At Bldg Wall	At Bldg Wall	B-31	Shutoff Valves 40-031-E/40-032-E in B-31
CW	56	S. of Tee W. of Valve 481	S. of Tee W. of Valve 480	B-56	Main also feeds B-61 Champion Delivery Point (12"Main Heading West)
CW	18/48	40- 015 -E	40- 016 -E	B-18	
CW	18/48	40- 037 -E	40- 038 -E	B-18	Champion Delivery Point

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
CW	18/48	40- 311 -E	40- 310 -E	B-18	Champion Delivery Point
CW	47	40- 327 -E	40- 328 -E	B-47	Normally Closed
CW	47	At Bldg Wall	At Bldg Wall	B-53 Alley	Shutoff Valves 40-413-E/40-412-E in B-53 Alley
CW	E20/54	40- 109 -E	40- 108 -E	E20	
CW	E20/54	40- 239 -E	40- 240 -E	E20	Normally Closed
CW	54	40- 313 -E	40- 312 -E	B-54	
CW	53	40- 455 -E	40- 454 -E	B-53	
CW	53	40- 009 -E	40- 010 -E	B-53	
CW	53	40- 069 -E	40- 068 -E	B-53	
CW	53	At Bldg Wall	At Bldg Wall		West Feed off Main - No Shutoff Valves
CW	53	40- 427 -E	40- 426 -E	B-53	
CW	82D	40- 231 -E	40- 230 -E	B-82D	
CW	82D	40- 325 -E	40- 324 -E	B-82D	
CW	82C	40- 363 -E	40- 362 -E	B-82C	
CW	83	40- 367 -E	40- 366 -E	B-83	(loop)
CW	83	40- 269 -E	40- 270 -E	B-83	(loop)
CW	81	40- 029 -E	40- 030 -E	B-81	TrueSense Delivery Point
CW	110	40- 435 -W	40- 434 -W	B-110	
CW	117	40- 439 -W	40- 438 -W	B-117	
CW	120	40- 441 -W	40- 440 -W	B-120	
CW	D97	40- 437 -W	40- 436 -W	D97	
CW	112	40- 425 -W	40- 434 -W	B-112	
CW	214SW	At Bldg Wall (CSH-side of Bridge)		B-205	Carestream Delivery Point
CW	319	At Valve *	At Valve *	B-319	Leg on East End North Side
CW	319	40- 575 -M	40- 574 -M	B-319	
CW	350	40- 229 -M	40- 558 -M	B-350	
CW	325	40- 525 -M	40- 524 -M	B-325	
CW	318	40- 563 -M	40- 562 -M	B-318	
CW	313	40- 519 -M	40- 518 -M	B-313	OCD Delivery Point
CW	313	40- 543 -M	40- 542 -M	B-313	OCD Delivery Point
CW	313	40- 599 -M	40- 600 -M	B-313	OCD Delivery Point
CW	313	40- 601 -M	40- 602 -M	B-313	OCD Delivery Point
CW	317	40- 633 -M	40- 644 -M	B-317	
CW	317	40- 517 -M	40- 516 -M	B-317	
CW	317	40- 510 -M	40- 511 -M	B-317	(loop)
CW	317	At elbows near M43	At elbows near M43	B332	(loop)
CW	326	40- 578 -M	40- 506 -M	B-326	
CW	326		40- 507 -M	B-326	Recirc Valve
CW	326	40- 505 -M	40- 504 -M	B-326	
CW	326	40- 545 -M	40- 544 -M	B-326	
CW	326	40- 553 -M	40- 552 -M	B-326	
CW	349	40- 607 -M	40- 608 -M	B-349	
CW	349	40- 527N -M	40- 526 -M	B-349	
CW	349	40- 527S -M		B-349	
CW	507	40- 149 -S	40- 150 -S	B-507	Khuri Delivery Point
CW	508	40- 141 -S	40- 142 -S	B-508	LiDestri Delivery Point
CW	642	40- 145 -S	40- 146 -S	B-642	LiDestri Delivery Point

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
CW	642	40- 165 -S	40- 166 -S	B-642	LiDestri Delivery Point
CW	642	40- 135 -S	40- 136 -S	B-642	LiDestri Delivery Point
CW	642	40- 133 -S	40- 134 -S	B-642	LiDestri Delivery Point
CW	605	40- 055 -S	40- 056 -S	B-605	Acquest Delivery Point
CW	605	40- 019 -S	40- 020 -S	B-605	Acquest Delivery Point
CW	601	40- 163 -S	40- 164 -S	B-601	ITT Delivery Point
<u>Open 40F Kodak Water</u>					
CW	30	40- 399 -E		B-30	
CW	30	40- 395 -E		B-30	
CW	30	40- 388 -E		B-30	
<u>9F Calcium Chloride Brine</u>					
9F	59	9- 044 -E	9- 043 -E	B-59	
9F	38	9- 011 -E	9- 012 -E	B-38	
9F	30	9- 055 -E	9- 056 -E	B-30	
9F	30	9- 083 -E	9- 084 -E	B-30	Normally Closed (loop)
9F	30	9- 085 -E	9- 086 -E	B-30	
9F	30	9- 081 -E	9- 082 -E	B-30	(loop)
9F	30	9- 053 -E	9- 054 -E	B-28	
9F	28	9- 052 -E	9- 051 -E	B-28	Normally Closed
<u>—95F Methylene Chloride Brine</u>					
—95F	53	At Elbows Where Lines Drop to B-53 Roof			Shutoff Valves near B-27
<u>Compressed Air</u>					
CA	14	At Bldg Wall		B-31	Shutoff Valve PL-201-E in B-31
CA	35	PL- 082 -E		B-35	
CA	35	PL- 086 -E		B-35	
CA	42	PL- 248 -E		B-42	
CA	59	PL- 089 -E		B-59	
CA	26	At Bldg Wall		B-6	Shutoff Valves PL-054-E in B-6
CA	6 NE	At Valve *		B-6	
CA	6 NE	At Valve *		B-6	
CA	6 SW	At Valve *		B-6	
CA	6	PL- 191 -E		B-6	
CA	12	At Bldg Wall		B-30	Shutoff Valve PL-009-E by B-30 Shutoff Valve PL-316-E in B-30/29
CA	38	At Bldg Wall		B-30/29 Alley	Alley
CA	29	PL- 090 -E		B-29	
CA	29 NW	At Bldg Wall			No Shutoff Valve
CA	29	At Bldg Wall		B-30	Shutoff Valve PL-022-E by B-30
CA	29	At Bldg Wall		B-30	Shutoff Valve PL-014-E by B-30
CA	29	PL- 21 -E		B-29	
CA	29	PL- 23 -E		B-29	
CA	29	PL- 24 -E		B-29	
CA	29	At Bldg Wall		B-30	Shutoff Valve PL-015-E by B-30
CA	29	PL- 175 -E		B-29	
CA	29	PL- 112 -E		B-29	
CA	29	PL- 222 -E		B-29	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
CA	30	PL- 193 -E		B-30	
CA	30	PL- 310 -E		B-30	
CA	30	PL- 110 -E		B-30	(loop)
CA	30	PL- 108 -E		B-30	(loop)
CA	30	PL- 020 -E		B-30	
CA	30B	At Valve *		B-30	
CA	28	PL- 111 -E		B-28	
CA	8	PL- 067 -E		B-8	
CA	56	PL- 185 -E		B-56	
CA	18/48	PL- 097 -E		B-18	Champion Delivery Point
CA	46	PL- 165 -E		B-46	Rich Water Pits
CA	E7	PL- 293 -E		E-7	Air Shed South of E-7
CA	E7	PL- 295 -E		E-7	Air Shed South of E-7
CA	54	At Valve *		B-54	Main Shutoff 096 in B-27
CA	54	At Valve *		B-54	Main Shutoff 095 in B-27
CA	54	PL- 029 -E		B-54	Normally Closed
CA	53	PL- 303 -E		B-53	
CA	82C	PL- 221 -E		B-82C	
CA	82D	PL- 217 -E		B-82D	
CA	82A	PL- 224 -E		B-82A	
CA	81	PL- 225 -E		B-81	TrueSense Delivery Point
CA	143	PL- 026 -W		B-101	RSW Delivery Point
CA	110	PL- 010 -W		B-101	RSW Delivery Point
CA	156	Customer Side of FR-11		B-101	RSW Delivery Point
CA	119	PL- 072 -W		B-119	
CA	114	PL- 057 -W		B-114	
CA	112	PL- 058 -W		B-112	
CA	107	PL- 060 -W		B-107	
CA	120	PL- 073 -W		B-120	
CA	117	PL- 117 -W		B-117	
CA	117	PL- 118 -W		B-117	
CA	148	PL- 048 -W		B-148	
CA	148Lugger	PL- 069 -W			Lugger South of B-148
CA	218	PL- 021 -X		B-218	
CA	205	At Valve *		B-205	East Leg N. of FR14
CA	205	At Valve *		B-205	West Leg N. of FR14
CA	205	At Valve *		B-205	East Leg N. of 012
CA	205	B205-Side of Tee W. of B211 Takeoff			for (Leg to 4th N.A.) to B-205
CA	214SW	At Bldg Wall (CSH-side of Bridge)		B-205	Carestream Delivery Point
CA	214SW	At Bldg Wall (CSH-side of Bridge)		B-205	Carestream Delivery Point
CA	214NW	At Valve *		B-214NW	
CA	211SW	At Valve *		B-211SW	
CA	211	At Bldg Wall		B-205	
CA	337	Customer Side of FR-143		B-337	Shutoff Valve PL-087-M in B304
CA	339	Customer Side of FR-132		B-339	Shutoff Valve PL-086-M in B304
CA	305	PL- 073 -M		B-305	
CA	304	PL- 096 -M		B-304	
CA	304	PL- 097 -M		B-304	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
CA	303	PL- 026 -M		B-303	
CA	M5	PL- 025 -M		M5	
CA	308	At Bldg Wall		B-309	
CA	M51	PL- 108 -M		M51	Normally Closed
CA	M28	PL- 022 -M		M28	
CA	320	At Valve *		B-320	West of FR64
CA	329	PL- 122 -M		B-329	Normally Closed
CA	329	PL- 119 -M		B-329	
CA	329	PL- 116 -M		B-329	
CA	329	PL- 115 -M		B-329	
CA	350	PL- 082 -M		B-350	
CA	350	PL- 081 -M		B-350	
CA	318	PL- 091 -M		B-318	
CA	318	PL- 007 -M		B-318	
CA	325	PL- 093 -M		B-325	
CA	332	Customer Side of FR-134		B-332	
CA	313	PL- 061 -M		B-313	OCD Delivery Point
CA	313	PL- 095 -M		B-313	OCD Delivery Point
CA	317	PL- 010 -M		B-317	
CA	317	PL- 034 -M		B-317	
CA	317	PL- 020 -M		B-317	
CA	317	PL- 029 -M		B-317	
CA	326	Customer Side of FR-78		B-326	
CA	326	PL- 070 -M		B-326	
CA	326	PL- 067 -M		B-326	
CA	326	PL- 068 -M		B-326	
CA	349	PL- 049 -M		B-349	
CA	349	PL- 105 -M		B-349	
CA	507	PL- 007 -S		B-507	Khuri Delivery Point
CA	508	PL- 005 -S		B-508	LiDestri Delivery Point
CA	642	PL- 003 -S		B-642	LiDestri Delivery Point
CA	642	PL- 024 -S		B-642	LiDestri Delivery Point
CA	642	PL- 020 -S		B-642	LiDestri Delivery Point
CA	642	PL- 019 -S		B-642	LiDestri Delivery Point
CA	605	PL- 010 -S		B-605	Acquest Delivery Point
CA	605W	At Valve *		B-605	2" Leg in West Section
CA	601	PL- 026 -S		B-601	ITT Delivery Point
<u>Nitrogen</u>					
N	14	N- 022 -E		B-14	
N	6	N- 015 -E		B-6	
N	30	N- 018 -E		B-30	
N	38	N- 097 -E		B-38	
N	35	N- 026 -E		B-35	
N	35	N- 102 -E		B-35	
N	42	N- 033 -E		B-42	
N	59	N- 024 -E		B-59	
N	18/48	N- 035 -E		B-18	Champion Delivery Point

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	Approx. Valve <u>Location</u>	<u>Comments</u>
N	53	At Tee at B-53 Downstream of N-110-E		B-54	Shutoff Valve N-110-E by B-54
N	53	N-	102 -E	B-53	
N	E40	N-	100 -E	E-40	
N	81	N-	060 -E	B-81	TrueSense Delivery Point
N	112	N-	009 -W	B-112	
N	115/142	N-	010 -W	B-112	
N	119	N-	014 -W	B-119	
N	121	N-	025 -W	B-120	
N	121	N-	028 -W	B-121	
N	117	N-	035 -W	B-117	
N	148	N-	052 -W	B-148	
N	218	N-	002 -X	B-218	
N	337	Customer Side of FR-69		B-337	
N	304	N-	178 -M	B-304	
N	305	At Valve *		B-305	
N	308	N-	009 -M	B-308	
N	308	N-	010 -M	B-308	
N	320	N-	018 -M	B-320	
N	M68	Customer Side of FR-65		B-M68	
N	350	N-	181 -M	B-350	
N	Oil Heater	At Valve *			Oil Heater near B-352
N	325	At Bldg Wall		B-325	
N	318	N-	125 -M	B-318	
N	317	N-	027 -M	B-317	
N	317	N-	026 -M	B-317	
N	317	N-	025 -M	B-317	
N	317	N-	167 -M	B-317	
N	313	N-	187 -M	B-313	OCD Delivery Point
N	349	N-	121 -M	B-349	
<u>Natural Gas</u>					
NG	56	G-	003 -E	B-56	
NG	31	G-	005 -E	B-31	Carestream's RTO for B-14 located in B-31
NG	319	G-	305 -M (UG)	B-319	Underground
NG	RTO	G-	018 -M	B-318	
NG	318	G-	306 -M (UG)	B-318	Underground
NG	Oil Heater	G-	019 -M		Oil Heater near B-352
NG	313	G-	006 -M	B-313	OCD Delivery Point
<u>Demineralized Water</u>					
Demin	350	DM-	004 -M	B-350	
Demin	325	DM-	093 -M	B-325	
Demin	322	At Valve *		M68	
Demin	317	DM-	008 -M	B-317	
Demin	317	DM-	095 -M	B-317	
Demin	317	Customer Side of FR-133		B-317	
Demin	313	DM-	006 -M	B-313	OCD Delivery Point
Demin	326	DM-	007 -M	B-326	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
<u>High Purity Water</u>					
HP Water	6	HP- 148 -E	HP- 149 -E	B-6	
HP Water	6	HP- 030 -E		B-2	
HP Water	30	HP- 151 -E	At Bldg Wall	B-30	Return Shutoff Valve HP-166-E by B-1
HP Water	30	At FR-6			Leg on East Side - No Shutoff Valve
HP Water	38	HP- 165 -E	HP- 164 -E	B-38	
HP Water	29	At FR-14 Valves		B-29	
HP Water	35	HP- 182 -E		B-35	
HP Water	42	HP- 127 -E	HP- 147 -E	B-42	
HP Water	59	At FR-138 Valve		B-59	
HP Water	18	HP- 040 -E		B-18	Champion Delivery Point
HP Water	53	HP- 156 -E		B-53	
HP Water	82C	HP- 051 -E		B-82C	
HP Water	82D	HP- 050 -E		B-82D	
HP Water	82A	HP- 054 -E		B-82A	
HP Water	81	HP- 052 -E		B-81	TrueSense Delivery Point
<u>Industrial (Kodak) Water</u>					
KW	29	KW- 004 -E		B-29	
KW	29	KW- 177 -E		B-29	
KW	38	KW- 138 -E		B-38	
KW	12	KW- 204 -E		B-12	
KW	12	KW- 403 -E		B-12	
KW	26	KW- 404 -E		B-26	
KW	59	KW- 377 -E		B-59	
KW	59	KW- 352 -E		B-59	
KW	42	KW- 207 -E		B-42	
KW	42	KW- 088 -E		B-42	
KW	35	KW- 179 -E		B-35	
KW	30	KW- 366 -E		B-30	
KW	30	KW- 180 -E		B-30	
KW	30	KW- 023 -E		B-30	
KW	28	KW- 008 -E		B-28	
KW	6	KW- 056 -E		B-6	
KW	6	KW- 385 -E		B-6	
KW	6	KW- 407 -E		B-6	
KW	14	KW- 234 -E		B-14	
KW	56	KW- 057 -E		B-56	
KW	8	KW- 036 -E		B-8	
KW	18	KW- 040 -E		B-18	Champion Delivery Point
KW	18	KW- 416 -E		B-18	Champion Delivery Point
KW	48	KW- 200 -E		B-48	Champion Delivery Point
KW	47	KW- 413 -E		B-47	
KW	53	KW- 184 -E		B-53	
KW	53	KW- 228 -E		B-53	
KW	53	KW- 229 -E		B-53	
KW	53	KW- 082 -E		B-53	
KW	53	KW- 169 -E		B-53	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
KW	54	KW- 167 -E		B-54	
KW	82C	KW- 264 -E		B-82C	
KW	82D	KW- 397 -E		B-82D	
KW	82A	KW- 092 -E		B-82A	
KW	82A	KW- 260 -E		B-82A	
KW	81	KW- 269 -E		B-81	TrueSense Delivery Point
KW	143	At Bldg Wall		B-143	RSW Delivery Point. Shutoff Valve KW-200-W
KW	143	At Bldg Wall		B-143	RSW Delivery Point. Shutoff Valve KW-029-W
KW	156	At Bldg Wall		B-156	RSW Delivery Point. Shutoff Valve KW-135-W
KW	D37	At Bldg Wall		D37	RSW Delivery Point. Shutoff Valve KW-213-W
KW	101	At Bldg Wall		B-101	RSW Delivery Point. Shutoff Valve KW-015-W
KW	138	At Bldg Wall		B-138	RSW Delivery Point. Shutoff Valve KW-158-W
KW	110	At Bldg Wall		B-110	RSW Delivery Point. Shutoff Valve KW-099-W
KW	110	At Bldg Wall		B-110	RSW Delivery Point. Shutoff Valve KW-069-W
KW	119	At Bldg Wall		B-101	Shutoff Valve KW-074-W near B-101
KW	114	KW- 091 -W		B-114	
KW	103	KW- 062 -W		B-103	
KW	112	KW- 214 -W		B-112	
KW	D25	KW- 174 -W		D25	
KW	107	KW- 064 -W		B-107	
KW	115	KW- 093 -W		B-115	
KW	120	KW- 145 -W		B-120	
KW	120	KW- 124 -W		B-120	
KW	120	KW- 101 -W		B-120	
KW	117	KW- 182 -W		B-117	
KW	148	KW- 127 -W		B-148	
KW	148Lugger	KW- 152 -W			Lugger South of B-148
KW	218	KW- 069 -X		B-218	
KW	205	KW- 029 -X		B-205	
KW	205	KW- 045 -X		B-205	
KW	337	KW- 315 -M		B-337	
KW	339	KW- 313 -M		B-339	
KW	304	KW- 207 -M		B-304	
KW	303	KW- 286 -M		B-303	
KW	M5	KW- 292 -M		M5	
KW	308	KW- 001 -M		B-308	
KW	M51	KW- 279 -M		M51	
KW	M53	KW- 316 -M		M53	
KW	322	KW- 14 -M		B-322	
KW	Stills	KW- 015 -M		B-322 Stills	
KW	320	KW- 187 -M		B-320	
KW	320	KW- 025 -M		B-320	
KW	305	KW- 138 -M		B-305	
KW	319	KW- 158 -M		B-319	

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
KW	319	KW- 161	-M	B-319	
KW	319	KW- 168	-M	B-319	
KW	350	KW- 295	-M	B-350	
KW	318	KW- 163	-M	B-318	
KW	325	KW- 220	-M	B-325	
KW	313	KW- 117	-M	B-313	OCD Delivery Point
KW	313	KW- 131	-M	B-313	OCD Delivery Point
KW	317	KW- 129	-M	B-317	
KW	317	KW- 345	-M	B-317	
KW	317	KW- 342	-M	B-317	
KW	317	KW- 172	-M	B-317	
KW	317	KW- 199	-M	B-317	
KW	317	KW- 231	-M	B-317	
KW	326	KW- 210	-M	B-326	
KW	326	KW- 282	-M	B-326	
KW	349	KW- 246	-M	B-349	
KW	349NW	At Bldg Wall			
KW	333	KW- 276	-M	B-333	
KW	642	KW- 043	-S	B-642	LiDestri Delivery Point
KW	642	KW- 052	-S	B-642	LiDestri Delivery Point
KW	605	KW- 015	-S	B-605	Acquest Delivery Point
KW	605	KW- 022	-S	B-605	Acquest Delivery Point
KW	605	KW- 055	-S	B-605	Acquest Delivery Point
KW/FD	605	Fire Valve 54047		B-605	Cross-connect to Fire Main
<u>Drinking Water</u>					
DW	38	DW- 214	-E	B-38	
DW	29	DW- 318	-E	B-29	
DW	12	DW- 183	-E	B-12	
DW	12	DW- 012	-E	B-12	
DW	12N	At Bldg Wall			No Shutoff Valve
DW	26	DW- 218	-E	B-26	
DW	59	DW- 351	-E	B-59	
DW	42	DW- 059	-E	B-42	
DW	35	DW- 122	-E	B-35	
DW	30	DW- 368	-E	B-30	
DW	30	DW- 417	-E	B-30	
DW	28	DW- 052	-E	B-28	
DW	6	DW- 386	-E	B-6	
DW	6	DW- 175	-E	B-6	
DW	56	DW- 211	-E	B-56	
DW	8	DW- 039	-E	B-8	
DW	48	DW- 005	-E	B-48	Normally Closed
DW	E20/54	DW- 408	-E	E20	
DW	47	DW- 412	-E	B-47	
DW	53	DW- 185	-E	B-53	
DW	143	At Bldg Wall		B-143	RSW Delivery Point. Shutoff Valve DW-033-W
DW	110	At Bldg Wall		B-110	RSW Delivery Point. Shutoff Valve

<u>Service</u>	<u>To Building</u>	<u>Delivery Point/ Supply Valve Number</u>	<u>Acceptance Point/ Return Valve Number</u>	<u>Approx. Valve Location</u>	<u>Comments</u>
					DW-068-W
DW	110	At Bldg Wall		B-110	RSW Delivery Point. Shutoff Valve DW-110-W
DW	101	At Bldg Wall		B-101	RSW Delivery Point. Shutoff Valve DW-075-W
DW	119	At Bldg Wall		B-101	Shutoff Valve DW-170-W near B-101
DW	148	DW- 125	-W	B-148	
DW	117	DW- 183	-W	B-117	
DW	120	DW- 133	-W	B-120	
DW	103	DW- 061	-W	B-103	
DW	214	At Bldg Wall (CSH-side of Bridge)		B-205	
DW	205N	At Valve *		B-205	North Leg N. to B-205
DW	301	DW- 116	-M	B-301	
DW	308	DW- 007	-M	B-308	
DW	320	DW- 188	-M	B-320	
DW	320	DW- 026	-M	B-320	
DW	319	DW- 157	-M	B-319	
DW	350	DW- 297	-M	B-350	
DW	305	DW- 139	-M	B-305	
DW	325	DW- 219	-M	B-325	
DW	315	DW- 171	-M	B-315	
DW	318	DW- 167	-M	B-318	
DW	313	DW- 118	-M	B-313	
DW	313	DW- 130	-M	B-313	
DW	317	DW- 128	-M	B-317	
DW	317	DW- 200	-M	B-317	
DW	317	DW- 232	-M	B-317	
DW	326	DW- 209	-M	B-326	
DW	326	DW- 281	-M	B-326	
DW	326	DW- 249	-M	B-326	
DW	349	DW- 247	-M	B-349	
DW	333	DW- 277	-M	B-333	
DW	340	DW- 352	-M	B-340	
DW	502	DW- 003	-S	B-502	Yaro Delivery Point
DW	642	DW- 025	-S	B-642	LiDestri Delivery Point
DW	642	DW- 042	-S	B-642	LiDestri Delivery Point
DW	642	DW- 051	-S	B-642	LiDestri Delivery Point
DW	605	DW- 076	-S	B-605	Acquest Delivery Point
DW	605	DW- 029	-S	B-605	Acquest Delivery Point
DW	605	DW- 064	-S	B-605	Acquest Delivery Point
DW	610	DW- 074	-S	B-610	Danisco Delivery Point

Fire Protection Water

Fire Water All All PIV and PIVA Valves near Building Walls

PIV is Post Indicator Valves

**Valves to be identified and labeled*

Specific Electric Power Distribution Assets:

1. Loadcenters

Includes:

- (A) Incoming high voltage switches, transformers, bus duct, and switchgear consisting of power and control wiring, controls, metering, protective relaying, circuit breakers, racking devices.
- (B) Ventilation equipment consisting of fans, motors, ductwork, wiring, controls, metering, and filters of the switchroom ventilation equipment.
- (C) Switchroom auxiliary equipment to consist of metering, metering wiring, room lighting, room lighting & receptacles, equipment dripshield, capacitors

Loadcenters

E7 #1	31 15 Boiler LC	114 #1	317 #6	332 #3
E16 #1	31 8/9bus	117 #1	205 4/5mtr	332 #4
M105 #1	38 #1	144 #1	205 5/6mtr	333 #1
M112 #1	38 #2	205 #2	317 #7	336 #1
1 #1	38 #3	205 #3	317 #8	349 #1
6 #2	53 #3	205 #4	318 #2	349 #2
12 #2	53 #5	205 #5	319 #2	349 #3
21 #1	59 #3 Pwr	[Omitted]	319 #4	350 #1
27 #2	59 #3 Lgt	219 #1	320 #1	350 #2
27 #3	59 #4	219 #2	321 #3	402 #2
27 #4	61 #1	304 #1	321 #4	404 #1
27 #5	66 #4	308 Pwr	321 #5	511 #1
28 Pwr	82 #1	308 Lgt	321 #8	642 #1
28 Lgt	82 #2	308 #1	321 #11	642 #2
[Omitted]	83 #1	309 #1	321 #13	642 #3
30 #1	87 #1	311 #1	325 #1	642 #4
30 #2	87 #2	317 #1	326 #1	642 #5
31 DC	99 #1	317 #2	326 #2	
31 #2W	99 #2	317 #3	326 #3	
31 #3 ITE	101 #2	317 #4	326 #4	
31 #4	101 #3	317 #5	332 #2	

In addition to the Loadcenters listed above, there are replacement maintenance circuit breakers for over twenty (20) different types and overloads.

2. 2400 Volt Motor Starters

Includes motor starter and controls, protective devices, wiring and metering
Individual standalone motor starters for:

Building 37 Motor Starters for:

- (A) pumps #3, #4, #5, #6

Building 27 Motor Starters for:

- (A) #25 machine
- (B) 42A, 42B pumps
- (C) 33A, 33B pumps
- (D) 34A, 34B pumps
- (E) 12 air compressor
- (F) 13 air compressor
- (G) 41A, 41B pumps

- (H) 9 brine pump
- (I) 9 tower pump

Building 1 Motor Starters for:

- (A) 1A, 1B pumps
- (B) 8A, 8B pumps

Building 87 Motor Starters for:

- (A) 1A, 1B pumps
- (B) 2A, 2B pumps
- (C) 3A, 3B pumps
- (D) 4A, 4B pumps
- (E) 50 chilled water pump
- (F) 51 chilled water pump
- (G) 52 chilled water pump
- (H) 53 chilled water pump

Building 31 Motor Starters for:

- (A) 6 air compressor

Building 205 Refrigeration Units

- (A) #3 refrigeration unit starter
- (B) #4 refrigeration unit starter
- (C) #5 refrigeration unit starter
- (D) #6 refrigeration unit starter

Building 321 Motor Starters for:

- (A) #44 air compressor

3. 13.8KV & 2.4KV Distribution System

Includes all 13,8KV power cable, 2.4KV power cable, protective relaying, metering, controls (remote and local), synchronizing controls

Includes 41/42 bus and 43/44 bus supervisory controls, generator 22 Modicon remote controls

Includes tap changer controls, neutral grounding resistors, neutral ground switches

Includes battery banks and control systems

Underground ductbank system including manholes, concrete encased ducts, 13.8KV distribution cabling system including cable, conduit, splices, terminations, and potheads

- (A) 11 bus distribution switchgear, 13.8KV-2.4KV bus tie transformer
- (B) 12 bus distribution switchgear, 13.8KV-2.4KV bus tie transformer
- (C) 13 bus distribution switchgear
- (D) 14 bus distribution switchgear
- (E) 15 bus distribution switchgear
- (F) 16 bus distribution switchgear, RG&E tie breaker
- (G) 17 bus distribution switchgear, 17 generator
- (H) 18 bus distribution switchgear
- (I) 19 bus distribution switchgear, RG&E tie breaker
- (J) 20 bus distribution switchgear
- (K) 22 bus distribution switchgear, 22 generator
- (L) 23 bus distribution switchgear, RG&E tie breaker
- (M) 41 bus distribution switchgear, 41 generator
- (N) 42 bus distribution switchgear, 42 generator
- (O) 43 bus distribution switchgear, 43 generator
- (P) 44 bus distribution switchgear, 44 generator
- (Q) 13/14 reactor and reactor tie breaker
- (R) 15/16 reactor and reactor tie breaker
- (S) 17/18 reactor and reactor tie breaker
- (T) 19/20 reactor and reactor tie breaker
- (U) east main tie bus
- (V) 22/23 reactor and reactor tie breaker
- (W) 41/42 reactor and reactor tie breaker
- (X) 43/44 reactor and reactor tie breaker

- (Y) west main tie bus
- (Z) two(2) east-west tie regulating transformers, switchgear, & reactors

4. Electrical Interconnections

Station 403 (#1 RG&E Tie)

In the shelterform at RG&E station 403, starting from the switchgear/breakers of the three incoming 11KV lines to the tie:

one 11KV switchgear/breaker for the transformer primary

- (A) cable from the switchgear to the transformer and out
- (B) site (including lighting), power transformer, neutral resistor, protective relay, controls, metering and all associated equipment on the site
- (C) 13.8KV breaker in the shelterform

(Note: RG&E owns and maintains the battery system in the shelterform)

Station 412 (#2 RG&E Tie, #3 RG&E Tie)

Starting from the incoming 35KV lines and breakers & disconnect switches:

- (A) 35KV oil breakers that are on the transformer primary
- (B) cable from the breaker to the transformer and out
- (C) 13.8KV breakers in the shelterform
- (D) site (including lighting), power transformer, neutral resistor, protective relay, phase angle regulator, controls, metering and all associated equipment on the site

Lake Station Distribution System

Includes all equipment as shown on drawing KPLXX-340-001E up to the 2400 volt motors and the 480 volt panel in building 404

Includes incoming power transformers, cables, conduits, 2400 volt switchgear and circuit breakers

Includes power cable, controls, metering, splices, terminations

RG&E Substations

Includes the switchgear within the loadcenter at:

- (A) loadcenter 514 #1
- (B) loadcenter 514 #2
- (C) loadcenter 516 #1

5. Building 31 Electrical Power Distribution

- (A) Loadcenters

Includes the incoming high voltage switches, transformers, bus duct, and switchgear. Consisting of power and control wiring, controls, metering, protective relaying, circuit breakers, racking devices.

Includes the ventilation equipment consisting of fans, motors, ductwork, wiring, controls, metering, and filters of the switchroom ventilation equipment.

Includes switchroom auxiliary equipment to consist of metering, metering wiring, room lighting, room lighting & receptacles, equipment dripshield, and capacitors.

- (1) 31 #2
- (2) 31 #3
- (3) 31 #4
- (4) 31 8/9 BUS

- (B) 2400 volt motor starters

Includes motor starter and controls, protective devices, wiring and metering.

Individual standalone motor starters for:

- (1) 14 Feed water Pump
- (2) #6 air compressor

- (C) 13.8KV & 2.4 KV distribution system

Includes all 13,8KV power cable, 2.4KV power cable, protective relaying, metering, controls (remote and local), synchronizing controls, and ventilation equipment.

Includes 41/42 bus and 43/44 bus supervisory controls, generator 22 Modicon remote controls.

Includes tap changer controls, neutral grounding resistors, and neutral ground switches.

Includes battery banks and control systems.

Underground ductbank system including manholes, concrete encased ducts, 13.8KV distribution cabling system including cable, conduit, splices, terminations, and potheads.

- (1) 11 bus distribution switchgear, 13.8KV-2.4KV bus tie transformer
 - (2) 12 bus distribution switchgear, 13.8KV-2.4KV bus tie transformer
 - (3) 13 bus distribution switchgear
 - (4) 14 bus distribution switchgear
 - (5) 15 bus distribution switchgear
 - (6) 16 bus distribution switchgear, RG&E tie breaker
 - (7) 17 generator
 - (8) 19 bus distribution switchgear, RG&E tie breaker
 - (9) 20 bus distribution switchgear
 - (10) 13/14 reactor and reactor tie breaker
 - (11) 15/16 reactor and reactor tie breaker
 - (12) 17/18 reactor and reactor tie breaker
 - (13) 19/20 reactor and reactor tie breaker
 - (14) east main tie bus
 - (15) east-west tie regulating transformers & switchgear
 - (16) reactor and circuit breakers 312 and 313 connected to East Main Tie Bus
 - (17) east-west tie reactor and circuit breakers 314 and 315
 - (18) all interconnecting cabling and bus ducts
- (D) The 2400-Volt distribution system to and including the 2400-Volt motor terminals within Building 31.

**Schedule 2.1(a)(viii)
Other IT Assets**

Computers and computer peripherals including operating system owned by Seller and exclusively used by Transferred Employees including workstations. Therefore assets to be transferred dependent on final list of transferred employees.

Below is as of May, 2012:

Manufacturer	Model Number	Chassis Type	Operating System	Name	Serial Number
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCFW54QMJH1	54QMJH1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTL2P7C7F1	2P7C7F1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTL44KG7F1	44KG7F1
Dell Inc.	Latitude D620	Portable	Microsoft Windows XP Professional	ROCTL4X97GC1A	4X97GC1
Dell Inc.	Latitude E6400	Portable	Microsoft Windows XP Professional	ROCTL62ZXHL1	62ZXHL1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTL7WQ85F1	7WQ85F1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTL8LSHTF1	8LSHTF1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTLDQSWNG1	DQSWNG1
Dell Inc.	Latitude E6400	Portable	Microsoft Windows XP Professional	ROCTLJ590ML1	J590ML1
Dell Inc.	Latitude D630	Portable	Microsoft Windows XP Professional	ROCTLJY1VNG1	JY1VNG1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW2627GK1	2627GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW2628GK1	2628GK1

Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW262CGK1	262CGK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW262HGK1	262HGK1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW2H2F8F1	2H2F8F1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW2X30TH1	2X30TH1
Dell Inc.	OptiPlex GX270	Desktop	Microsoft Windows XP Professional	roctw35qk851	35qk851
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW3D6ZSH1	3D6ZSH1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW3FBG7F1	3FBG7F1
Dell Inc.	OptiPlex GX270	Desktop	Microsoft Windows XP Professional	ROCTW3QJ7F51	3QJ7F51
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW4M2F8F1	4M2F8F1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW69LD7F1	69LD7F1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BWHGK1	7BWHGK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BX2GK1	7BX2GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BX5GK1	7BX5GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BX7GK1	7BX7GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BY2GK1	7BY2GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BY5GK1	7BY5GK1

Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7BZ2GK1	7BZ2GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7C08GK1	7C08GK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW7C28GK1	7C28GK1
Dell Inc.	Precision WorkStation 360	Desktop	Microsoft Windows XP Professional	ROCTW7H1R451	192WD51
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW8SKD7F1	8SKD7F1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTW9BLD7F1	9BLD7F1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9HWGFK1	9HWGFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9HXGFK1	9HXGFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9HYKFK1	9HYKFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9HYNFK1	9HYNFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9HZKFK1	9HZKFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9J7NFK1	9J7NFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9JBJFK1	9JBJFK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTW9XNGFK1	9XNGFK1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTWB9WF7F1	B9WF7F1
Dell Inc.	OptiPlex 780	Desktop	Microsoft Windows XP Professional	ROCTWCWNDHN1	CWNDHN1

Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTWDDKF7F1	DDKF7F1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWG0XPCK1	G0XPCK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWG0YQCK1	G0YQCK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWG13QCK1	G13QCK1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWG1HPCK1	G1HPCK1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTWGBKF7F1	GBKF7F1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWGDVPCK1	G0VPCK1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTWHCKF7F1	HCKF7F1
Dell Inc.	OptiPlex 780	Desktop	Microsoft Windows XP Professional	ROCTWHWNDHN1	HWNDHN1
Dell Inc.	OptiPlex 755	Desktop	Microsoft Windows XP Professional	ROCTWJ5DZSH1	J5DZSH1
Dell Inc.	OptiPlex 760	Desktop	Microsoft Windows XP Professional	ROCTWJRLRDK1	JRLRDK1
IBM	8305TLU	Desktop	Microsoft Windows XP Professional	ROCTWKCHN05K	KCHN05K
IBM	8305MMU	Desktop	Microsoft Windows XP Professional	ROCTWKLHY406	KLHY406
IBM	8305TLU	Desktop	Microsoft Windows XP Professional	ROCTWKLPBG1D	KLPBG1D
IBM	8305TLU	Desktop	Microsoft Windows XP Professional	ROCTWKLPBG1D	KLPBF0Y

- The following network switches:

<u>Location</u>	<u>Model Number</u>	<u>Serial Number</u>
Bldg. 27 Floor 1	WS-C2950G-48-EI	FOC0839Z2BQ
Bldg. 27 Floor 1	AIR-LAP1142N-A-K9	FTX1444E3G2
Bldg. 61 Floor 2	AIR-LAP1142N-A-K9	FTX1444E3EQ
Bldg. 91 Floor 1	AIR-LAP1142N-A-K9	FTX1444S1YS
Bldg. 91 Floor Bsmt	AIR-LAP1142N-A-K9	FTX1444E3G3
Bldg. 95 Floor 1	AIR-LAP1142N-A-K9	FTX1444E3G1
Bldg. 95 Floor 1	AIR-LAP1142N-A-K9	FTX1444S1YM
Bldg. 321 Floor 2	WS-C2950G-48-EI	FOC0748Y3C2
Bldg. 321 Floor 2	WS-C2950T-24	FOC0805S07E
Bldg. 321 Floor 3	AIR-LAP1142N-A-K9	FTX1444E3EB
Bldg. 332 Floor 1	WS-C2950T-24	FOC0846Y10K
Bldg. 402 Floor 1	CISCO2651XM	JAE0747081K
Bldg. 402 Floor 1	WIC-2T	30807212
Bldg. 402 Floor 1	WS-C2950T-24	FOC0846Y10V
Bldg. 402 Floor 1	CISCO2621XM	JAE07460H9T
Bldg. 402 Floor 1	NM-4B-U	31395990
Bldg. 511 Floor 2	WS-C2950T-24	FOC0832X4K8
Bldg. 602 Floor 1	CISCO2651XM	JAE072602R7
Bldg. 602 Floor 1	WS-C2950C-24	FOC0830Z3KY

- Printers, plotters, copiers, scanners, fax machines, computer accessories, cables of all types, monitors, etc. connected to the computers listed above or located in the Buildings or the Leased Premises and used exclusively in the Operations
- Phone wiring inside Buildings identified as included on Schedule 2.1(a)(i) (premise wire) and between Buildings on Real Property (where wiring starts and ends completely on Leased Land or Transferred Land)
- Data wiring inside Buildings identified as included on Schedule 2.1 (a) (i) (premise wire, building backbone)
- Data wiring between buildings on Real Property (where wiring starts and ends completely on Leased Land or Transferred Land):

Cable Number	Strands	Mode	From				To			
			Site	Bldg	FL	Room	Site	Bldg	FL	Room
1089	36	SM	EBP	31	1	115	EBP	66	1	1
1090	36	SM	EBP	66	1	1	EBP	101	B	22
1091	36	SM	EBP	101	B	22	EBP	215	1	1
1092	36	SM	EBP	215	1	1	EBP	321	1	Mz

1136	36	SM	EBP	321	1	Mz	EBP	332	1	1
1137	36	SM	EBP	332	1	1	EBP	511	1	1

- The fiber optic cable running between buildings 59 and 91
- The network cable running between the north and south chiller rooms in building 205
- Any wiring/cabling solely dedicated to services provided by or for Buyer, located on Leased Land or Transferred Land.
- Access to telecom voice and data carrier services (connections must be provisioned and paid for by Buyer, Seller will facilitate with ROW/Easement where needed)
- Data network LAN components that are dedicated to the Operations and owned by Seller today
- Analog handsets used in the Operations
- Infrastructure and wiring for process control and industrial controls dedicated to the Operations inside and between Buildings per Schedule 2.1(a)(i)
- Infrastructure and wiring for fire, security and facilities controls inside and between Buildings per Schedule 2.1(a)(i), excluding Matrix and Simplex components
- Cellular/Mobile Phone devices including Blackberries used exclusively by Transferred Employees (phone number transfer will be permitted with Seller approval)

Local applications which are used by Transferred Employees to support the Operations will be transferred to Buyer, to the extent that media and/or license keys are readily available.

The following building security assets:

Location	Readers	RCM's	BC	Panel Bx	Cameras	Encoders
B-91 Kings Landing			1	1		
Dr A	1	1				
Dr D	1	1				
Dr F	1	1				
B-95 Kings Landing						1
B-96 Kings Landing						
Total	3	3	1	1	0	1
Location	Readers	RCM's	BC	Panel Bx	Cameras	Encoders
B-61	2	1	1	Yes	No	No
Total	3	3	1	1	0	1

Revised Sections of Seller Disclosure Schedule

Section 3.3(a)
Consents

Consents to assignment in connection with the following agreements:

1. Interconnection Agreement dated as of March 16, 2006, by and between Rochester Gas and Electric Corporation and Eastman Kodak Company;
2. Agreement for the Private Operation and Maintenance of Nitrogen Generation System and Amendments dated as of January 1, 2006, by and between Air Products and Chemical, Inc. and Eastman Kodak Company, plus Amendment #1 dated as of January 2008, and Amendment #2 dated as of January 2010;
3. Fire Protection Water Services Agreement dated as of March 31, 2008, by and between Acquest South Park, LLC and Eastman Kodak Company, as amended by that certain amendment dated as of June 1, 2011;
4. Fire Protection Water Services Agreement dated as of March 12, 2009, by and between Danisco US Inc. (Genencor International) and Eastman Kodak Company;
5. Fire Protection Water Services Agreement dated as of April 30, 2009, by and between J.C. Fibers, Inc. and Eastman Kodak Company, as amended by that certain amendment dated as of February 26, 2010;
6. Lease Agreement dated as of September 30, 2011 by and between Eastman Kodak Company, Tenant and Rochester Silver Works, LLC, Landlord – Premises: Building 144 and a Portion of Building 101;
7. End Users License Agreement dated as of May 23, 2011 by and between Eastman Kodak Company and Locus Technologies;
8. OSIssoft Software License and Services Agreement dated as of November 8, 2004, by and between Eastman Kodak Company and OSIssoft, Inc. and Software License Amendment;
9. Coal Sales Confirmation dated as of August 10, 2012, by and between Alpha Coal Sales Co., LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 7, 2012);
10. Coal Sales Confirmation dated as of August 6, 2012, by and between Patriot Coal Sales LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 18, 2012);
11. Coal Sales Confirmation dated as of November 19, 2012, by and between Patriot Coal Sales LLC and Eastman Kodak Company (executed by Eastman Kodak Company on December 18, 2012);

12. Coal Transaction Confirmation dated as of August 17, 2012, by and between Consol Pennsylvania Coal Company and Eastman Kodak Company;
13. Switching Agreement dated as of September 1, 2010, by and between Rochester Switching Services, Inc. and Eastman Kodak Company;
14. Agreement for the Construction, Operation and Maintenance of a Central Sludge Water Pollution Control Facility between the Monroe County Water Authority, the City of Rochester and Eastman Kodak Company, dated December 1, 1974;
15. Railroad Transportation Contract dated December 31, 2009 by and between Eastman Kodak Company and CSX Transportation, Inc., plus Amendment #1 dated as of January 1, 2010, Amendment #3 dated as of January 1, 2013 and Amendment #4 dated as of January 1, 2012;
16. Ground Lease and Facility services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602);
17. Commercial Agreement dated as of January 1, 2013 by and between Xstrata copper Canada and Eastman Kodak Company together with General Terms and Conditions Agreement dated as of January 1, 2011; and
18. Natural Gas Sales Agreement by and between UGI Energy Services, Inc. and Eastman Kodak Company dated as of December 18, 2012 together with Customer Confirmation Agreements dated as of December 19, 2012 and May 23, 2013.

Section 3.7(a)
Non-Assigned Contracts

1. Industrial sewer related components of the Sanitary and Industrial Sewer Agreement dated as of September 30, 2011, by and between Rochester Silver Works, LLC and Eastman Kodak Company;
2. Utility related components, excluding Sanitary or Storm Sewer, of the Mutual Support Agreement dated as of December 29, 2011, by and between Eastman Kodak Company, Truesense Imaging, Inc., (formerly known as Image Sensor Technologies Acquisition Corporation), and Image Sensor Technologies RE Corporation;
3. Industrial sewer related components of the Sanitary and Industrial Sewer Agreement dated as of October 30, 2006, by and between Champion Photochemistry Inc. and Eastman Kodak Company;
4. Industrial sewer related components of the Sanitary and Industrial Sewer Agreement dated as of April 30, 2007, by and between Carestream Health, Inc. and Eastman Kodak Company;
5. Industrial sewer related components of the Sanitary, Storm & Industrial Sewer Agreement dated as of December 29, 2007, by and between Ortho-Clinical Diagnostics, Inc. and Eastman Kodak Company;
6. Rochester Gas and Electric Corporation PSC No. 16 Natural Gas Transportation Tariff, dated September 21, 2010;
7. Rochester Gas and Electric Corporation PSC No. 19 Electricity Buy Back Tariff, dated June 1, 2003;
8. Rochester Gas and Electric Corporation PSC No. 19 Electricity Standby Service Tariff, dated February 6, 2004;
9. General Services Agreement for Site Support Services (Under Ground Utilities Repairs and Upgrades) dated as of September 15, 2010, by and between EKP Mechanical, LLC and Eastman Kodak Company, and purchase orders issued thereunder;
10. Contract Labor Agreement for Cooling Tower Maintenance and Cleaning by and between Power & Construction Group, Inc and Eastman Kodak Company, dated April 1, 2011, and purchase orders issued thereunder;
11. PO7100593271, dated June 1, 2012, to Air Products and Chemicals Inc. for the purchase of Bulk Liquid Nitrogen;
12. Letter Agreement dated as of October 11, 2010, by and between Eastman Kodak Company and Wonderware, a business unit of Invensys Systems, Inc., regarding Wonderware Support & Pricing Program (Ordering Number: 7100517712); (Active

- Factory Per Server - 5 User; S/N 665983, InSQL Standard Edition - 5K Tag; S/N 548988);
13. Wonderware End User License Agreement dated as of February 2009 by and between Eastman Kodak Company and Wonderware, a business unit of Invensys Systems, Inc.;
 14. Master License Agreement (No. 00229602) dated as of April 13, 1994, by and between Eastman Kodak Company and Fisher-Rosemount Systems, Inc.;
 15. PO7100576044, dated January 1, 2012, to Naughton Energy Company for #2 Oil;
 16. PO7100576045, dated January 1, 2012, to Sprague Energy Corporation/Naughton Energy Corporation for #6 Oil;
 17. PO7100575993, dated January 1, 2012, Rochester Gas & Electric Corp for Lake Station Electric;
 18. PO7100574639, dated January 1, 2012, to City of Rochester for Potable Water;
 19. PO7100574615, dated December 20, 2011, to Monroe County Water Authority for Potable Water;
 20. General Services Agreement (Engineering, Construction, Maintenance, and Skilled Trades) dated as of February 1, 2010, by and between Optimization Technology, Inc., Optimization Industrial Services, LLC and Eastman Kodak Company;
 21. Transportation Services Agreement by and between Cardinal Logistics Management Corporation and Eastman Kodak Company, dated as of October 1, 2007, with Amendment dated as of February 1, 2010;
 22. General Services Agreement for Site Support Services by and between Johnson Controls Inc. and Eastman Kodak Company dated as of October 1, 2009, with Amendment dated as of May 1, 2013;
 23. Emergency Spill Response Conditions of Service by and between National Vacuum and Eastman Kodak Company, dated as of September 8, 2010;
 24. Supply Agreement Between Waste Management National Services, Inc. and Eastman Kodak Company, plus Amendment #1
 25. General Services Agreement for Site Support Services by and between Wyco Mechanical, LLC and Eastman Kodak Company, dated August 3, 2010;
 26. General Services Agreement for Site Support Services Between Manning Squires Hennig and Eastman Kodak Company, dated September 1, 2010; and

27. Franchise Agreement dated as of _____, 2010, by and between the City of Rochester and Eastman Kodak Company (notary date June 30, 2010).

Section 3.7(b)
Contract Matters

The following contracts relating to the Operations are expired:

1. General Services Agreement for Site Support Services dated as of July 1, 2009, by and between Peter J. Romano Associates, Inc. and Eastman Kodak Company, with expiration July 1, 2012
2. General Services Agreement for Purchasing Services dated as of May 1, 2009, by and between Strategic Procurement Group and Eastman Kodak Company, with expiration May 1, 2012

Form of Additional Motion

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Debtors in Possession

Counsel to the Debtors and
Debtors in Possession

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

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

**DEBTORS' MOTION FOR AN ORDER (I) AMENDING ORDER AUTHORIZING
(A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN
BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION
AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN
CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT
AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS'
ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS**

Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), hereby submits this motion (the “**Motion**”) for entry of an order, substantially in the form attached hereto as Exhibit A (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is 343 State Street, Rochester, NY 14650.

“**Proposed Order**”), pursuant to sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rules 6004-1 and 6006-1 of the Local Rules (the “**Local Rules**”) for the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), amending the Sale Order (as defined below), approving Kodak’s entry into the Utility Purchase Amendment (as defined below), and authorizing the assumption and assignment of the Additional Assigned Contracts (as defined below). In support of the Motion, the Debtors respectfully represent and set forth as follows:

Preliminary Statement

1. On December 21, 2012, Kodak and RED-Rochester, LLC (“**RED**”) executed that certain Asset Purchase Agreement (the “**Initial Utility Purchase Agreement**”), pursuant to which RED would purchase the utility operations at Eastman Business Park (the “**EBP Utility**”), and the Debtors filed the *Debtors’ Motion for an Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Contracts* [Docket No. 2670] (the “**Sale Motion**”). On January 18, 2013, the Court entered an order approving the Sale Motion and the utility purchase. Consummation of the transactions contemplated by the Initial Utility Purchase Agreement and the Sale Motion were, subject to, among other things, the receipt of certain governmental approvals and authorizations.²

² *Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements* [Docket No. 2893] (the “**Sale Order**”).

2. Since the entry of the Sale Order, the Debtors have engaged in discussions with the New York State Department of Environmental Conservation (the “**DEC**”) and the New York State Urban Development Corporation, d/b/a Empire State Development (the “**ESD**,” and together with the DEC, the “**NY State Parties**”) regarding the necessary approvals and authorizations in connection with the sale of the EBP Utility, as well as the settlement of claims against the Debtors’ estates and the rehabilitation of certain environmental remediation liabilities at Eastman Business Park. On June 17, 2013, Kodak and the NY State Parties executed the Settlement Agreement, dated as of June 17, 2013 (the “**Settlement Agreement**”), regarding these issues. Among other things, the Settlement Agreement provides that the NY State Parties shall take actions reasonably appropriate to consummate the utility purchase pursuant to the terms of the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment (the “**Utility Purchase**”), and Kodak shall establish an environmental response trust (the “**Trust**”), a portion of which will be funded by the proceeds of the Utility Purchase.

3. To meet the requirements of the NY State Parties and facilitate the consummation of the Utility Purchase, Kodak and RED have agreed, contingent upon the Court’s approval of the Settlement Agreement, to amend the Initial Utility Purchase Agreement to provide, among other things, that at closing, the portion of the purchase price payable at closing (at least an amount equal to \$8,500,000) (the “**Required Governmental Payment**”) shall be paid by RED to Kodak or Kodak’s designee, it being understood that Kodak designates the Trust as Kodak’s designee and that so long as the Trust is in full force and effect as of the closing, RED shall deposit the Required Governmental Payment directly into the Trust.

4. The Settlement Agreement, as discussed in greater detail in the *Debtors’ Motion for an Order Pursuant to Section 363 of the Bankruptcy Code and Bankruptcy Rule 9019*

Approving and Authorizing the Debtors' Entry into the Eastman Business Park Settlement Agreement [Docket No. 4100] (the “**EBP Settlement Motion**”), is a comprehensive settlement, subject to certain conditions, which resolves significant legacy environmental liabilities of the Debtors.

Background

5. On January 19, 2012 (the “**Petition Date**”), each of the Debtors filed voluntary petitions for relief under the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. These Chapter 11 cases are being jointly administered.

6. On January 25, 2012, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Creditors' Committee**”) pursuant to Section 1102 of the Bankruptcy Code [Docket No. 115].

7. Founded in 1880 and long one of the world's leading material science companies, the Debtors and their non-Debtor affiliates operate an integrated global business involving a diverse collection of mature and growth businesses and an array of valuable intellectual property. In order to address a shortfall in liquidity in the United States, monetize non-strategic intellectual property, fairly resolve legacy liabilities and focus on their most valuable business lines, the Debtors commenced these chapter 11 cases.

8. As stated in previous filings, the Debtors are pursuing a path to emerge from chapter 11 in 2013 with a strategic focus on their Commercial Imaging business, which is centered on commercial, packaging and functional printing solutions and enterprise services.

Facts Specific to the Relief Requested

A. The Initial Utility Purchase Agreement

9. On December 21, 2012, Kodak and RED executed the Initial Utility Purchase Agreement, and the Debtors filed the Sale Motion, seeking approval of the utility purchase on the same day. On January 18, 2013, the Court entered the Sale Order granting the Sale Motion and approving the utility purchase subject to, among other things, the receipt of certain approvals and/or assurances from the NY State Parties (the “**Required NY Approvals**”).

B. Settlement Discussions and the Utility Purchase Amendment

10. As described in greater detail in the EBP Settlement Motion, Kodak has engaged in settlement negotiations with the NY State Parties regarding certain environmental remediation liabilities at Eastman Business Park (the “**Park**”) since September 2012. On June 21, 2013, the Debtors filed the EBP Settlement Motion seeking approval of the settlement contemplated by the Settlement Agreement (the “**EBP Settlement**”) pursuant to which, among other things, the NY State Parties would grant the Required NY Approvals and deliver to Kodak a covenant not to sue for certain environmental remediation liabilities relating to the Park and the Genesee River. In exchange, Kodak would establish and fund the Trust and grant the NY State Parties an administrative expense claim. Under the terms of the EBP Settlement, the Trust would be partially funded by the Required Governmental Payment from the Utility Purchase, which would be deposited directly into the Trust, at Kodak’s direction, by RED pursuant to an amendment to the Initial Utility Purchase Agreement, a copy of which is attached hereto as Exhibit B (the “**Utility Purchase Amendment**”).

11. The Utility Purchase Amendment provides, among other things, that the Required Governmental Payment will be paid to Kodak or Kodak’s designee (it being understood that Kodak designates the Trust as its designee provided that the Trust is in full force

and effect as of the closing of the Utility Purchase). The Utility Purchase Amendment also supplements the list of contracts being assumed and assigned and/or assigned by Kodak to RED, the list of such additional contracts that are prepetition contracts, including cure amounts, is attached hereto as Exhibit C (the “**Additional Assigned Contracts**”), makes minor changes to the scope of the Purchased Assets (as defined in the Initial Utility Purchase Agreement), provides Kodak and RED additional flexibility in connection with closing mechanics and finalizing the terms of the transaction and certain of the Ancillary Agreements (as defined in the Initial Utility Purchase Agreement) and confirms the satisfaction of certain closing conditions.

Jurisdiction

12. The Court jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006 of the Bankruptcy Rules and Local Rules 6004-1, 6006-1 and 9013-1.

Relief Requested

13. By this Motion, the Debtors seek entry of an order (a) amending the Sale Order, (b) approving Kodak’s entry into the Utility Purchase Amendment, (c) authorizing Kodak’s assumption and assignment to RED of the Additional Assigned Contracts and (d) granting such other relief as the Court deems just and proper.

Basis for Relief

A. Approval of the Utility Purchase Amendment Satisfies Section 363(b)(1) of the Bankruptcy Code.

14. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business,

property of the estate[.]” 11 U.S.C. § 363(b)(1). Though section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, the Second Circuit has required that such use, sale or lease be based upon the sound business judgment of the debtor. See *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

15. The Utility Purchase Amendment provides, among other things, that RED shall deposit, at Kodak’s direction, the Required Governmental Payment directly into the Trust, as Kodak’s designee, so long as the Trust is in full force and effect as of the closing, rather than paying the consideration directly to Kodak as provided in the Initial Utility Purchase Agreement. The payment of the Required Governmental Payment by RED, at Kodak’s direction, directly into the Trust is an important and necessary component of the EBP Settlement and a term requested by the NY State Parties. The NY State Parties have informed the Debtors that, without the EBP Settlement or other acceptable arrangements, the NY State Parties will not provide the Required NY Approvals at this time. Additionally, taken as a whole, the EBP Settlement settles significant environmental remediation liabilities at the Park and is a condition precedent to the Debtors’ new emergence financing and backstop commitment agreement. Therefore, the Debtors believe, in their business judgment, that the Utility Purchase Amendment, including the payment of the Required Governmental Payment by RED, at Kodak’s direction, directly into the Trust, is in the best interest of the Debtors’ estates, creditors and all parties in interest and should be approved by the Court.

B. The Requirements for a Sale Free and Clear of Interests Pursuant to Bankruptcy Code Section 363(f) Are Satisfied.

16. Consistent with the Sale Order and previous approval of the utility purchase, the Debtors request that, pursuant to section 363(f) of the Bankruptcy Code, the sale, transfer and assignment of the Debtors' right, title and interest in the Purchased Assets (as defined in the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment) to RED be free and clear of (a) all claims as defined in section 101(5) of the Bankruptcy Code, including, to the greatest extent permitted under applicable law, all rights or causes of action (whether in law or in equity), obligations, demands, restrictions, indemnities, consent rights, options, contract rights, licenses, covenants and interests of any kind or nature whatsoever (collectively, the "**Claims**"), (b) all Encumbrances (as defined in the Initial Utility Purchase Agreement), mortgages, pledges, security interests, charges, rights of first refusal, options, hypothecations, encumbrances, easements, encroachments, rights of way, activity and use limitations, restrictions, conditions, covenants, rights of offset or recoupment, lease or conditional sale arrangement (collectively, the "**Liens**"), and (c) all debts, liabilities, successor liability, obligations, contractual rights and claims and labor, employment and pension claims (collectively, the "**Obligations**" and together with the Liens, the "**Interests**"), whether such Claims or Interests are known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, noticed or unnoticed, perfected or unperfected, allowed or disallowed, disputed or undisputed, whether accruing prior to or subsequent to the commencement of these chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise relating to, accruing or arising any time prior to the closing, as provided for in the Initial Purchase Agreement, as amended by the Utility Purchase Amendment.

17. In the Sale Motion, the Debtors requested authority to sell the EBP Utility to RED free and clear of all Claims and Interests (except for and subject to the Permitted Encumbrances) on the basis that the holder of such Claims and Interests either consented to the sale or such Claims and Interests would attach to the proceeds from the sale. The Utility Purchase Amendment provides that RED shall deposit the Required Governmental Payment directly into the Trust rather than paying the consideration directly to Kodak. As a result, Kodak will not actually receive any proceeds to which such Claims and Interests would attach. Nevertheless, the Debtors respectfully request that Kodak be authorized to sell the EBP Utility to RED free and clear of Claims and Interests (except for and subject to the Permitted Encumbrances) pursuant to section 363(f).

18. The transfer of estate property free and clear of any interest is governed by section 363(f) of the Bankruptcy Code, which provides, in relevant part:

The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

19. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive: approval of a proposed transfer of assets free and clear of interests requires only that one of the

five requirements be satisfied with respect to each such interest. *In re Borders Group, Inc.*, 453 B.R. 477, 483 (Bankr. S.D.N.Y. 2011); *see also In re Dewey & Leboeuf LLP*, Case No. 12-12321(MG), 2012 WL 5386276, at *5 (Bankr. S.D.N.Y. Nov. 1, 2012). Holders of Claims and Interests who either do not timely object to the Motion or whose objections to the Motion are withdrawn, waived, settled, denied or otherwise resolved are deemed to have consented to the Motion pursuant to section 363(f)(2). The Debtors have previewed the Motion, the EBP Settlement and the Utility Purchase Amendment with their creditors and secured lenders, and they have no objection. One or more of the other subsections of section 363(f) apply to any Interest of those holders who do object to the Motion. The Debtors respectfully submit that section 363(f) is satisfied, and the Court should authorize the sale of the EBP Utility free and clear of Claims and Interests.

C. RED Has Entered Into the Utility Purchase Amendment in Good Faith and Should Be Granted the Full Protection of Bankruptcy Code Section 363(m).

20. The Sale Order found, among other things, that the Transaction Documents and the Transactions (each as defined in the Sale Order) were negotiated in good faith, have been and are undertaken by Kodak and RED at arm's-length without collusion or fraud and in good faith within the meaning of section 363(m) of the Bankruptcy Code and that RED is a bona fide good-faith purchaser for value (the “**Good Faith and 363(m) Findings**”).

21. Kodak and RED have proceeded in good faith in all respects in connection with the negotiation and execution of the Utility Purchase Amendment. Accordingly, the Debtors request that the Good Faith and 363(m) Findings apply to the Transactions Documents and the Transactions, as amended by the Utility Purchase Amendment.

22. As a “good-faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code, RED is entitled to all of the protections afforded thereby. Although the

meaning of “good-faith purchaser” is not defined in the Bankruptcy Code, most courts have adopted a traditional equitable definition: “one who purchases the assets for value, in good-faith and without notice of adverse claims.” *Licensing by Paolo, Inc. v. Sinatra (In re Gucci)*, 126 F.3d 380, 389 (2d Cir. 1997) (quoting *Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985)). The requirement of good faith in the context of a bankruptcy sale refers to “the integrity of [the purchaser’s] conduct in the course of the sale proceedings.” *Id.* (quoting *In re Rock Industries Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)); *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (examining facts of each case, concentrating on “integrity of [an actor’s] conduct during the sale proceedings”) (quoting *In re Rock Indus. Mach. Corp.*, 572 F.2d at 1198); *see also In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Assocs., Ltd.*, 706 F.2d 301, 305 (10th Cir. 1983)).

23. For a party to demonstrate a lack of good faith, the Second Circuit has required a showing of misconduct, such as fraud, collusion between a proposed buyer and the debtor in possession or other bidders, or an attempt to take “grossly unfair advantage of other bidders.” *See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997) (citing *In re Rock Industries*, 572 F.2d at 1198); *see also In re Bakalis*, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998); *Marin v. Coated Sales, Inc. (In re Coated Sales, Inc.)*, Ch. 11 Case No. 89-3704, 1990 WL 212899, at *2 (S.D.N.Y. 1990).

24. RED is purchasing the Purchased Assets for value. The parties have conducted all negotiations at arm’s-length, free of any misconduct, fraud or collusion. Moreover, RED and Kodak have invested significant time, effort and resources in the negotiation process. Throughout the sale process, RED has acted “in good faith” within the meaning of section 363(m) of the Bankruptcy Code, and is entitled to the protections set forth in that section.

See Declaration of Paula J. Gutkin in Support of the Debtors' Motion for an Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry Into a Utility Services Agreement and Certain Ancillary Agreements, dated December 21, 2012 [Docket No. 2671].

D. Assumption and Assignment of the Additional Assigned Contracts Satisfies Section 365 of the Bankruptcy Code.

i. Assumption and Assignment of the Additional Assigned Contracts is Justified by Debtors' Business Judgment.

25. Section 365 of the Bankruptcy Code allows a debtor to maximize the value of its estate by assuming executory contracts or unexpired leases that benefit the estate and by rejecting those that do not. 11 U.S.C. § 365(a); *see COR Route 5 Co., LLC v. The Penn Traffic Co. (In re The Penn Traffic Co.)*, 524 F.3d 373, 382 (2d Cir. 2008). Courts defer to a debtor's business judgment in determining whether an executory contract or unexpired lease should be assumed. *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures)*, 4 F.3d 1095, 1099 (2d Cir. 1993); *see also In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor’s management”). Further, the “business judgment” standard merely requires debtors to establish that the requested assumption will benefit the estate. *See In re Penn Traffic Co.*, 524 F.3d at 383 (business judgment test “rather obviously presupposes that the estate will assume a contract only where doing so will be to its economic advantage”); *see also Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) (“the court must examine the contract and circumstances and apply its best ‘business judgment’ to determine if the assumption or rejection would be beneficial or burdensome to the estate”). Upon finding that a debtor has exercised sound business judgment, courts approve assumption or

rejection under section 365(a) of the Bankruptcy Code. *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under section 365(a) in the exercise of its “business judgment”). Courts generally will not second guess a debtor’s business judgment concerning the assumption of an executory contract. *See In re Paolo Gucci*, 193 B.R. 411, 414-15 (S.D.N.Y. 1996); *see also In re Sharon Steel Corp.*, 872 F.2d 36, 40 (3d Cir. 1989).

26. The Additional Assigned Contracts include prepetition executory contracts and unexpired leases that are subject to assumption pursuant to section 365 of the Bankruptcy Code.³ The Debtors’ decision to assume and assign the Additional Assigned Contracts in connection with the Utility Purchase satisfies the requirements of the Bankruptcy Code and is supported by the Debtors’ sound business judgment. Because the Debtors are selling the EBP Utility, the Debtors have no need for the rights or services under the Additional Assigned Contracts after the transfer, which rights and services are needed by RED. By assuming and assigning the Additional Assigned Contracts, the Debtors will achieve the positive result of avoiding rejection damages claims from such contract counterparties. 11 U.S.C. § 365(k) (“Assignment by the [debtor] to an entity of a contract . . . assumed under [section 365] relieves [the debtor] from any liability for any breach of such contract . . . occurring after such assignment.”). Assuming and assigning the Additional Assigned Contracts maximizes the

³ One of the Additional Assigned Contracts the Debtors are seeking authority to assume and assign under section 365 of the Bankruptcy Code is the Ground Lease and Facility Services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602) (the “**ITT Lease**”). On August 15, 2012, the Debtors assumed the ITT Lease and reserved their right to assign the ITT Lease in accordance with section 365 of the Bankruptcy Code. *See* ¶¶ 2, 7 of *Order (A) Authorizing the Debtors (I) to Assume Certain Unexpired Nonresidential Real Property Leases and (II) to Enter into Certain Amendments to Such Leases, and (b) Fixing the Cure Amounts for Such Leases* [Docket No. 1870]. As a result, at this time, the Debtors are only seeking authority to assign the ITT Lease to RED pursuant to section 365 of the Bankruptcy Code.

benefit to the Debtors and their estates and is a sound exercise of the Debtors' business judgment.

- ii. *The Additional Assigned Contracts will be Cured and Adequate Assurance of Future Performance will be Provided to the Counterparties to the Additional Assigned Contracts.*

27. Section 365 of the Bankruptcy Code authorizes the assumption and assignment of contracts, provided that the defaults under such contracts are cured and adequate assurance of future performance is provided. *See* 11 U.S.C. §§ 365(b)(1), 365(f)(2). "Adequate assurance of future performance" must be given a "practical, pragmatic construction" in light of the proposed assumption. *EBG Midtown South Corp. v. McLaren/Hart Envtl. Engineering Corp. (In re Sanshoe Worldwide Corp.)*, 139 B.R. 585, 592 (S.D.N.Y. 1992) (citation omitted), *aff'd*, 993 F.2d 300 (2d Cir. 1993); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute insurance). Among other things, adequate assurance may be given by demonstrating the assignee's financial health. *See In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee has financial resources and devotes sufficient funding to support success).

28. At closing, Kodak (a) will cure, or provide adequate assurance of cure of, any default existing prior to the consummation of the Utility Purchase under all Additional Assigned Contracts, by payment of the cure costs set forth in Exhibit C hereto (the "**Cure Costs**") and (b) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the consummation of the Utility Purchase under the Additional Assigned Contracts (in each case, within the requirements of section 365(b)(1)(C) of the Bankruptcy Code).

29. With respect to adequate assurance of future performance, the Sale Order provides, as a finding, that RED “has provided adequate assurance of its future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.” RED has experience in the industry, financial credibility, sufficient working capital to operate the EBP Utility, and both the intent and proven access to resources to satisfy all obligations required under the Additional Assigned Contracts. *See Declaration of Thomas R. Casten in Support of Adequate Assurance of Future Performance by RED-Rochester, LLC with Respect to the Assumption and Assignment of Executory Contracts in Connection with the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC* [Docket No. 2821]. Based upon the foregoing, the Debtors submit that counterparties to the Additional Assigned Contracts, to the extent required, will receive payment of applicable Cure Costs within the meaning of section 365(b)(1) of the Bankruptcy Code and, to the extent required, have received “adequate assurance of future performance” within the meaning of section 365(f)(2).

iii. All Anti-Assignment Provisions in the Additional Assigned Contracts are Unenforceable.

30. Section 365(f)(1), by operation of law, invalidates provisions that prohibit, restrict, or condition assignment of an executory contract or unexpired lease. *See In re Adelphia Communications Corp.*, 359 B.R. 65, 73 (Bankr. S.D.N.Y. 2007). Section 365(f)(3) goes beyond the scope of section 365(f)(1) by prohibiting enforcement of any clause creating a right to modify or terminate the contract or lease upon a proposed assumption or assignment thereof. To assist in the assumption and assignment of all Additional Assigned Contracts, the Debtors request that the Proposed Order approving the assumption and assignment of the Additional Assigned Contracts provide that anti-assignment provisions in the Additional Assigned Contracts shall not restrict, limit or prohibit the assumption and assignment of the Additional Assigned

Contracts and that such provisions are deemed and found to be unenforceable within the meaning of section 365(f) of the Bankruptcy Code.

Notice

31. Notice of this Motion shall be provided to: (a) all entities reasonably known to have expressed an interest in a transaction with respect to the EBP Utility during the past two years; (b) all entities reasonably known to have asserted or that could have asserted any claim, lien, encumbrance or interest in the Purchased Assets; (c) the U.S. Trustee; (d) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee; (e) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees; (f) counsel to any other statutory committee appointed in these chapter 11 cases; (g) counsel to the agent under the prepetition revolving credit facility; (h) U.S. Bank, National Association, as indenture trustee; (i) Wilmington Trust, National Association, as indenture trustee; (j) the Securities and Exchange Commission; (k) the Internal Revenue Service; (l) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' post-petition secured lenders; (m) the Environmental Protection Agency; (n) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing; (o) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders; (p) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (q) RED; (r) Phillips Lytle LLP, counsel to RED; (s) the City of Rochester, New York; (t) the Town of Greece, New York; (u) Monroe County, New York; (v) the Pension Benefit Guaranty Corporation; (w) the New York State Department of Taxation and Finance; (x) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP; (y) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as counsel to

certain Backstop Parties; (z) ESD; (aa) Bryan Cave LLP, as counsel to ESD; (bb) DEC, (cc) the office of the New York Attorney General, as counsel to DEC and (dd) the counterparties to the Additional Assigned Contracts. In addition, as soon as practicable after the filing of the Motion, the Debtors shall publish notice of the Sale in the *Rochester Democrat and Chronicle* in the form annexed hereto as Exhibit D. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.

No Prior Request

32. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and (b) grant such other and further relief as is just and proper.

Dated: June 28, 2013
New York, New York

/s/ Andrew G. Dietderich

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A
Proposed Order

EXHIBIT B

Utility Purchase Amendment

EXHIBIT C

Additional Assigned Contracts

<u>Counterparty</u>	<u>Assigned Contract</u>	<u>Amendment</u>	<u>Cure Amount (\$)</u>
ITT Industries	Ground Lease and Facility services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602)	N/A	8,000
CSX Transportation, Inc.	Railroad Transportation Contract dated December 31, 2009 by and between Eastman Kodak Company and CSX Transportation, Inc.	Amendment #1 dated as of January 1, 2010, Amendment #3 dated as of January 1, 2013 and Amendment #4 dated as of January 1, 2012	0
CSX Transportation, Inc.	Demurrage Contract dated January 1, 2008 by and between Eastman Kodak Company and CSX Transportation, Inc.	Amendment #1 dated as of January 1, 2008, Amendment #2 dated January 1, 2010, Amendment #3 dated January 1, 2013.	0
Babcock & Wilcox	Assured Stock Program by and between Babcock & Wilcox and Eastman Kodak Company, dated as of July 1, 2011	N/A	0
Rochester Silver Works, LLC	Lease Agreement dated as of September 30, 2011 by and between Eastman Kodak Company, Tenant and Rochester Silver Works, LLC, Landlord – Premises: Building 144 and a Portion of Building 101	N/A	0

EXHIBIT D

Newspaper Publication

Form of Additional Order

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

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

ORDER (I) AMENDING THE ORDER AUTHORIZING (A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS' ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS

Upon the motion (the “**Motion**”) ² of Eastman Kodak Company (“**Kodak**”), on behalf of itself and its affiliated debtors and debtors in possession in these Chapter 11 cases (collectively, the “**Debtors**”), for an order (this “**Order**”) amending the Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements [Docket No. 2893] (“**Sale Order**”), authorizing Kodak’s entry into the Utility Purchase Amendment and the assumption and assignment of the Additional Assigned Contracts; and the Court having found that this Court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. §

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is 343 State Street, Rochester, NY 14650.

² Capitalized terms not expressly defined herein have the meaning ascribed to them in the Motion.

1334; and the Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper, timely, adequate, and sufficient notice, including notice of the Motion and the relief requested therein, has been provided in accordance with the Bankruptcy Rules and no other or further notice of the Motion is or shall be required; and the Court having reviewed the Motion and having heard arguments and testimony presented at the hearing before the Court (if any); and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation thereon; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Sale Order shall remain in full force and effect and apply to the Transaction Documents and Transactions (each as defined in the Sale Order), as amended by the Utility Purchase Amendment, except to the extent expressly modified by this Order.
3. All references in the Sale Order to the “Purchase Agreement” shall be deemed to be to the Initial Utility Purchase Agreement, as amended by the Utility Purchase Amendment, and all terms in the Sale Order defined pursuant to the Initial Utility Purchase Agreement and/or Sale Motion shall refer to the term as amended by the Utility Purchase Amendment and/or the Motion. References in the Sale Order to the “Motion” shall refer to the Sale Motion and the Motion, and references in the Sale Order to the “Order” shall refer to the Sale Order, as amended by this Order, and this Order.

4. All objections to the Motion or the relief requested therein have been withdrawn, waived, settled, denied or otherwise resolved. All persons, including holders of Claims or Interests against the Debtors or any of the Purchased Assets are deemed to have consented to the relief sought in the Motion.

5. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Utility Purchase Amendment, the Transaction Documents and all Transactions contemplated therein (as amended by the Utility Purchase Amendment) and all terms and conditions thereof are hereby APPROVED.

6. Kodak is authorized to execute and deliver the Utility Purchase Amendment and to take and perform all other actions necessary or desirable to consummate or implement the Utility Purchase and implement or effectuate the relief granted in the Sale Order, as amended by this Order, in each case, all without further order of this Court.

7. The notice provided for in the Motion is good, sufficient and appropriate under the circumstances, and no other or further notice of the relief granted in this Order is required.

Amendments to Sale Order

8. Paragraph M of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

The total consideration provided by Purchaser for the Purchased Assets is fair and reasonable, is the highest and best offer received by the Debtors and will provide a greater recovery to the Debtors' creditors than would be provided by any other available alternative, including an auction. The Purchase Price, **including the payment of the Required Governmental Payment directly to the Trust as**

Kodak's designee, constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code and other applicable laws of the United States for the Purchased Assets.

9. Paragraph Q of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

~~Except as otherwise expressly provided in this Order, such Claims and Interests shall attach to the proceeds generated from the sale of the Purchased Assets in their order of priority, with the same validity, force and effect which they now have against the Purchased Assets.~~ Those holders of Claims and Interests against the Debtors or any of the Purchased Assets who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented to the Motion and Sale pursuant to section 363(f)(2) of the Bankruptcy Code.

10. Paragraph 5 of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

Upon the Closing, (a) Kodak is hereby authorized to consummate, and shall be deemed for all purposes to have consummated, the Sale, the transfer and assignment of Kodak's good and valid right, title and interest in the Purchased Assets and the grant of good and insurable easement rights pursuant to the terms of the Easement Agreement (the "**Easement Rights**") to Purchaser free and clear of any and all Claims and Interests (other than the Permitted Encumbrances) pursuant to section 363 of the Bankruptcy Code, to the greatest extent permitted

~~under applicable law, with such Claims and Interests to attach to the sale proceeds in the same validity, extent and priority as existed with respect to the Purchased Assets and Easement Rights immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest, and (b) except for the Permitted Encumbrances or as otherwise required under applicable non-bankruptcy law, all such Claims and Interests shall be and hereby are released, terminated and discharged as to Purchaser and the Purchased Assets and the Easement Rights.~~

11. Paragraph 6 of the Sale Order is hereby amended to provide (modifications in bolded underline or bolded strikethrough, as applicable):

Effective upon the Closing and except as otherwise provided by the Purchase Agreement, all persons and entities are permanently and forever prohibited, to the greatest extent permitted under applicable law, from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against (I) Purchaser, its successors and assigns, or the Purchased Assets, with respect to any (a) Claim or Interest arising under, out of, in connection with or in any way relating to the Debtors, the Purchased Assets and/or the Easement Rights prior to the Closing, (b) order of this or any other court regarding the Purchased Assets or Easement Rights prior to the Closing, (c) assessment of taxes regarding the Purchased Assets or Easement Rights prior to the Closing, (d) past, present and future negligence, tort and product liability claims that were or could have been brought against the Debtors of any kind and nature whatsoever, (e) of the Debtors'

employment practices, collective bargaining agreements and other employment related claims, or (f) successor liability; and (II) the Debtors in respect of the Purchased Assets and the Assumed Liabilities. Notwithstanding the foregoing, nothing in this Order shall bar, restrain or enjoin any party to any of the Transaction Documents from enforcing such Transaction Document. The transfer of Kodak's right, title and interest in the Purchased Assets and the grant of the Easement Rights to Purchaser pursuant to the Purchase Agreement and the Easement Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of Kodak's right, title and interest in the Purchased Assets and to be a legal, valid and effective grant of the Easement Rights, and vests with or will vest in Purchaser all right, title and interest of Kodak in and to the Purchased Assets, free and clear of all Claims and Interests of any kind or nature whatsoever (other than the Permitted Encumbrances), ~~with any Claims and Interests attaching to the sale proceeds in the same validity, extent and priority as existed with respect to the Purchased Assets and the Easement Rights immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest.~~

Assumption and Assignment of Additional Assigned Contracts

12. The assumption and assignment of the Additional Assigned Contracts pursuant to the terms of this Order is integral to the Utility Purchase, is in the best interest of the Debtors and their estates and constitutes the exercise of sound business judgment by the Debtors.

13. RED has provided adequate assurance of its future performance under the Additional Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

14. Upon the closing of the Utility Purchase, Kodak is authorized to assume each of the Additional Assigned Contracts and assign such Additional Assigned Contract to RED, including the ITT Lease. The payment of the Cure Amounts shall (x) effect a cure of all defaults under section 365 of Bankruptcy Code existing thereunder as of the closing of the Utility Purchase, (y) compensate the applicable counterparty to such Additional Assigned Contract for any and all losses resulting from such default, and (z) together with the assumption of the Additional Assigned Contract by RED, constitute adequate assurance of future performance under section 365 of the Bankruptcy Code thereof. The assignment by Kodak of any of the Additional Assigned Contracts shall not constitute a default thereunder.

15. Kodak shall pay all Cure Amounts due under the Additional Assigned Contracts.

16. Upon assignment of the Additional Assigned Contracts by Kodak to RED, (a) the Debtors shall have no further liability or obligation of any kind whatsoever with respect to such Additional Assigned Contract, and (b) the Debtors, their estates, RED or their successors and assigns shall have no further liability or obligation with respect to any default arising or accruing under such Additional Assigned Contract on or prior to the closing of the Utility Purchase. For the avoidance of doubt, RED is responsible for all obligations under such Additional Assigned Contract that accrue and become due and payable, or are required to be performed, after the closing of the Utility Purchase.

17. Any provisions in any Additional Assigned Contract or in any other agreement that prohibit or condition the assignment of such Additional Assigned Contract or allow the counterparty to such Additional Assigned Contract to terminate, recapture, impose any penalty, condition any renewal or extension or modify any term or condition upon the assignment of such Additional Assigned Contract or any similar provision, constitute unenforceable anti-assignment provisions that are void and of no force and effect. There shall be no payment accelerations, assignment fees, or any other fees or charges imposed upon the Debtors and their estates as a result of the assumption and assignment of the Additional Assigned Contracts.

18. All other requirements and conditions for the assumption by Kodak and assignment to RED of the Additional Assigned Contracts have been satisfied. Upon the closing of the Utility Purchase, RED shall be fully and irrevocably vested with all rights, title and interest of Kodak under each of the Additional Assigned Contracts.

19. All counterparties to the Additional Assigned Contracts and any other parties are forever barred and enjoined from raising or asserting against the Debtors, their estates, RED or their successors and assigns any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment arising under or related to the Additional Assigned Contracts existing as of the closing of the Utility Purchase or arising under or related to the Additional Assigned Contracts by reason of the closing of the Utility Purchase.

Additional Provisions

20. The notice requirements set forth in Local Rule 9013-1(b) with respect to the Motion are satisfied.

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

Dated: July __, 2013
New York, New York

Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT C

Additional Assigned Contracts

<u>Counterparty</u>	<u>Assigned Contract</u>	<u>Amendment</u>	<u>Cure Amount (\$)</u>
ITT Industries	Ground Lease and Facility services Agreement by and between ITT Industries and Eastman Kodak Company, dated as of September 30, 2005 (Building 602)	N/A	8,000
CSX Transportation, Inc.	Railroad Transportation Contract dated December 31, 2009 by and between Eastman Kodak Company and CSX Transportation, Inc.	Amendment #1 dated as of January 1, 2010, Amendment #3 dated as of January 1, 2013 and Amendment #4 dated as of January 1, 2012	0
CSX Transportation, Inc.	Demurrage Contract dated January 1, 2008 by and between Eastman Kodak Company and CSX Transportation, Inc.	Amendment #1 dated as of January 1, 2008, Amendment #2 dated January 1, 2010, Amendment #3 dated January 1, 2013.	0
Babcock & Wilcox	Assured Stock Program by and between Babcock & Wilcox and Eastman Kodak Company, dated as of July 1, 2011	N/A	0
Rochester Silver Works, LLC	Lease Agreement dated as of September 30, 2011 by and between Eastman Kodak Company, Tenant and Rochester Silver Works, LLC, Landlord – Premises: Building 144 and a Portion of Building 101	N/A	0

EXHIBIT D

Newspaper Publication

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Counsel to the Debtors and
Debtors in Possession

Counsel to the Debtors and
Debtors in Possession

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

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

NOTICE OF HEARING ON DEBTORS' MOTION FOR AN ORDER (I) AMENDING ORDER AUTHORIZING (A) THE PRIVATE SALE OF UTILITY OPERATIONS AT EASTMAN BUSINESS PARK TO RED-ROCHESTER, LLC, (B) THE ASSUMPTION AND ASSIGNMENT OR ASSIGNMENT, AS APPLICABLE, OF CERTAIN CONTRACTS AND (C) ENTRY INTO UTILITY SERVICES AGREEMENT AND CERTAIN ANCILLARY AGREEMENTS, (II) APPROVING THE DEBTORS' ENTRY INTO THE UTILITY PURCHASE AMENDMENT, AND (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN ADDITIONAL CONTRACTS

PLEASE TAKE NOTICE that on January 18, 2013, the Bankruptcy Court for the Southern District of New York entered the *Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors' corporate headquarters is 343 State Street, Rochester, NY 14650.

Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into a Utility Services Agreement and Certain Ancillary Agreements [Docket No. 2893], approving the sale of the utility operations at Eastman Business Park by Eastman Kodak Company (“**Kodak**”) to RED-Rochester LLC (“**RED**”), free and clear of all Claims and Interests.

PLEASE TAKE FURTHER NOTICE that on the date hereof, Kodak, *et al.* (collectively, the “**Debtors**”), filed the Debtors’ Motion for an Order (I) Amending Order Authorizing (A) the Private Sale of Utility Operations at Eastman Business Park to RED-Rochester, LLC, (B) the Assumption and Assignment or Assignment, as Applicable, of Certain Contracts and (C) Entry into Utility Services Agreement and Certain Ancillary Agreements, (II) Approving the Debtors’ Entry into the Utility Purchase Amendment, and (III) Authorizing the Assumption and Assignment of Certain Additional Contracts (the “**Motion**”).² Among other things, the Motion seeks approval of an amendment to the Asset Purchase Agreement, dated as of December 21, 2012, by and between Kodak and RED, whereby at closing of the utility purchase, a portion of the purchase price payable shall be paid by RED to Kodak’s designee.

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Hearing**”) for the Motion has been scheduled to be held before the Honorable Allan L. Gropper, Bankruptcy Judge of the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), One Bowling Green, New York, New York 10004 on **July 17, 2013 at 11:00 a.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the relief sought in the Motion must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York, be filed electronically with the Bankruptcy Court on the docket of *In re Eastman Kodak*

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

Company, Case No. 12-10202 (ALG), pursuant to the Bankruptcy Court's General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Bankruptcy Court's case filing system and by all other parties in interest on a 3.5 inch disc, preferably in portable document format, Microsoft Word or any other Windows-based word processing format and be served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Court, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, (b) the Debtors, (c) Sullivan & Cromwell LLP, and Nixon Peabody LLP, counsel to the Debtors, (d) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors, (e) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees, (f) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' post-petition secured lenders, (g) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders and the lead lenders to the Debtors' supplemental post-petition secured financing, (h) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders, (i) the New York State Urban Development Corporation, d/b/a Empire State Development ("**ESD**"), (j) Bryan Cave LLP, counsel to ESD, (k) the New York State Department of Environmental Conservation ("**DEC**"), (l) the Office of the New York Attorney General, as counsel to DEC, (m) RED-Rochester, LLC ("**RED**") c/o Recycled Energy Development, LLC, (n) Phillips Lytle LLP, counsel to RED, (o) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP, (p) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as counsel to

certain Backstop Parties,³ so as to be actually received **no later than July 10, 2013 at 4:00 P.M. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that only those objections that are timely filed, served and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors without further notice. The parties are required to attend the Hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov> or, free of charge, the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/kodak>.

³ **"Backstop Parties"** means the "Backstop Parties" as defined in the *Debtors' Motion for an Order Authorizing the Debtors to (A) Execute a Backstop Commitment Agreement and (B) Incur, Perform and Abide By the Initial Commitment Provisions* [Docket No. 4070].