

Pg 1 of 17
Hearing Date: September 16, 2013 at 11:00 A.M. (Eastern Time)
Objection Deadline: September 9, 2013 at 4:00 P.M. (Eastern Time)

Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
Oded Zaluski
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

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 APPROVING AND AUTHORIZING
ENTRY INTO THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN
EASTMAN KODAK COMPANY AND GLOBAL OLED TECHNOLOGY LLC**

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.



TABLE OF CONTENTS

	<u>Page</u>
Preliminary Statement.....	1
Background.....	2
Facts Specific to the Relief Requested.....	3
A. The APA	3
B. The Parties’ Dispute.....	4
C. Summary of the Settlement Agreement.....	5
Jurisdiction.....	6
Relief Requested.....	7
Basis for Relief	7
A. Bankruptcy Rule 9019	7
B. Section 363 of the Bankruptcy Code	10
Notice.....	12
No Prior Request.....	12

TABLE OF AUTHORITIES

	Page(s)
CASES	
<i>Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.),</i> 722 F.2d 1063 (2d Cir. 1983).....	11
<i>Cosoff v. Rodman (In re W.T. Grant Co.),</i> 699 F.2d 599 (2d Cir. 1983).....	8
<i>In re Chateaugay Corp.,</i> 973 F.2d 141 (2d Cir. 1992).....	11
<i>In re Hibbard Brown & Co., Inc.,</i> 217 B.R. 41 (S.D.N.Y. 1998).....	7
<i>In re Purofied Down Prods. Corp.,</i> 150 B.R. 519 (S.D.N.Y. 1993).....	7, 8
<i>In re Residential Capital, LLC,</i> No. 12-12020, 2013 WL 3286198 (Bankr. S.D.N.Y. June 27, 2013)	11
<i>In re WorldCom, Inc.,</i> 347 B.R. 123 (Bankr. S.D.N.Y. 2006).....	8
<i>Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC),</i> 478 F.3d 452 (2d Cir. 2007).....	8
<i>Nellis v. Shugrue,</i> 165 B.R. 115 (S.D.N.Y. 1994).....	7
<i>Newman v. Stein,</i> 464 F.2d 689 (2d Cir. 1972).....	8
<i>Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson,</i> 390 U.S. 414 (1968).....	7
STATUTES	
11 U.S.C. § 105(a)	1, 6
11 U.S.C. § 363.....	1, 6, 10, 11
11 U.S.C. § 1102.....	2
11 U.S.C. § 1107.....	2

	Page(s)
11 U.S.C. § 1108.....	2
28 U.S.C. § 157.....	6
28 U.S.C. § 1334.....	6
28 U.S.C. § 1408.....	6
28 U.S.C. § 1409.....	6
Fed. R. Bankr. P. 2002.....	1, 6, 12
Fed. R. Bankr. P. 6004.....	1, 6
Fed. R. Bankr. P. 9014.....	1, 6
Fed. R. Bankr. P. 9019.....	1, 6, 7, 10

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 the entry of an order (the “**Proposed Order**”) pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”) and rules 2002, 6004, 9014 and 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), substantially in the form attached hereto as Exhibit A. The Proposed Order would authorize and approve the Debtors’ entry into and consummation of the Settlement Agreement and Release, dated as of August 23, 2013 and attached hereto as Exhibit B (the “**Settlement Agreement**”), between Kodak and Global OLED Technology LLC (“**GOT**”). In support of the Motion, the Debtors respectfully state as follows:

Preliminary Statement

1. The Settlement Agreement resolves a long-standing dispute between Kodak and GOT relating to Kodak’s sale of certain Organic Light Emitting Diode (“**OLED**”) assets to GOT, as assignee and successor-in-interest of LG (as defined below). The Settlement Agreement will resolve all claims and causes of action asserted in GOT’s proof of claim and the related adversary proceeding commenced against Kodak in these chapter 11 cases, on fair and reasonable terms.

2. The Settlement Agreement permits Reorganized Kodak to emerge from chapter 11 without the need to expend time and resources litigating GOT’s claims that, *inter alia*, 18 Kodak patents (the “**Disputed Patents**”) and all royalties realized from the Pioneer License¹ were assigned to GOT pursuant to the terms of the APA (as defined below). The Settlement

¹ The “**Pioneer License**” is that certain license agreement between Kodak and Pioneer Electronic Corporation (“**Pioneer**”), dated September 8, 1995, as amended. The Debtors filed a separate motion prior to confirmation of their plan of organization seeking an order authorizing the assumption and assignment of the Pioneer License to GOT in accordance with the terms of the Settlement Agreement [Docket No. 4098] (the “**Assumption and Assignment Motion**”), that is scheduled to be heard at the same hearing as this Motion.

Agreement provides, *inter alia*, that Kodak will retain 15 of the 18 Disputed Patents (the “**Kodak Retained Patents**”) for the benefit of the Debtors and the Reorganized Debtors, while GOT will be assigned three of the 18 Disputed Patents (the “**Transferred Patents**”) that Reorganized Kodak would not utilize, and the Pioneer License (together with the Transferred Patents, the “**Assigned Assets**”).

3. The Settlement Agreement is in the best interests of the Debtors, their estates, creditors, the Reorganized Debtors and all other parties in interest. Entry into the Settlement Agreement and satisfaction of its terms constitute a reasonable exercise of the Debtors’ sound business judgment. The Debtors have consulted with counsel for the Official Committee of Unsecured Creditors (“**Creditors’ Committee**”) and the Ad Hoc Committee of Second Lien Noteholders (“**Second Lien Noteholders’ Committee**”) regarding the Settlement Agreement and neither has objected.

Background

4. On January 19, 2012, each of the Debtors filed voluntary petitions for relief under the Bankruptcy Code (the “**Petition Date**”). 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.

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

6. 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.

7. The Court approved the *First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Debtor Affiliates* [Docket No. 4073], as amended, at a confirmation hearing on August 20, 2013, and entered the *Findings of Fact, Conclusions of Law and Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* on August 23, 2013 [Docket No. 4966]. The Debtors intend to emerge from chapter 11 on September 3, 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 APA

8. On November 30, 2009, Kodak entered into an Asset Purchase Agreement (the “APA”) with LG Display Co., Ltd., LG Electronics, Inc., and LG Chem, Ltd. (collectively, “LG”). The APA provided, *inter alia*, for the transfer of Kodak’s OLED patent portfolio as well as numerous OLED-related contracts and licenses to GOT, as assignee of LG. Kodak’s OLED assets designated for transfer to GOT were listed in various schedules and exhibits to the APA. The parties closed the transaction on December 30, 2009.

9. The APA provided that if Kodak could not transfer certain OLED assets because it was unable to obtain the necessary consent of third parties using commercially reasonable efforts, Kodak would instead confer upon GOT all of the rights and benefits of the

nontransferable assets by enforcing, collecting, and transferring to GOT all of the revenue derived from those assets until such time as consent could be obtained and the previously nontransferable assets could be transferred. (APA § 2.4.) For example, as detailed in the Assumption and Assignment Motion, Kodak has collected and transferred all of the royalties it derived from the Pioneer License to GOT in accordance with the terms of the APA because Kodak was unable to obtain Pioneer's consent necessary to effectuate the transfer of the Pioneer License to GOT. However, although the Pioneer License has remained valid and enforceable, Kodak has not received any royalties under the Pioneer License since the fourth quarter of 2011.

10. The APA also provides a mechanism through which GOT could, within twelve months after closing, identify any additional Kodak patents that GOT believed should have been included with the patents transferred to GOT. (APA § 2.9.) Upon any such assertion from GOT, the parties engaged in good faith discussions to determine whether the identified patents meet certain criteria. (*Id.*)

B. The Parties' Dispute

11. Beginning in December 2010, GOT asserted that up to 22 additional U.S. patents issued to Kodak should have been transferred to GOT pursuant to section 2.9 of the APA. Kodak disputed GOT's assertions. On July 17, 2012, GOT filed a proof of claim (Claim No. 5339) for an unliquidated amount, asserting rights under the APA and related licensing agreement, dated December 30, 2009, to certain Kodak patents, the Pioneer License and any royalties paid pursuant to the Pioneer License (the "**GOT Claim**").

12. On December 19, 2012, GOT commenced an adversary proceeding in the bankruptcy case against Kodak [Adv. Proc. No. 12-02070] (the "**Adversary Proceeding**"), seeking, *inter alia*, (i) a declaratory judgment that it acquired the Disputed Patents pursuant to

the APA and that Kodak has no interest in the Disputed Patents,² and (ii) a declaratory judgment that royalties paid to Kodak pursuant to the Pioneer License were assigned to GOT through the APA and that Kodak therefore has no interest in those royalties. The parties engaged in months of extensive arm's length negotiations that resulted in a comprehensive agreement on the terms set forth in the Settlement Agreement.

C. Summary of the Settlement Agreement

13. The key terms of the Settlement Agreement are as follows:³

- **Kodak Retained Patents.** Kodak shall retain, and GOT shall release and waive all interests in and claims to, the following 15 Kodak Retained Patents: U.S. Patent Nos. 5,652,930; 6,692,094 B1; 6,872,500 B2; 6,927,415 B2; 7,153,539 B2; 7,153,620 B2; 7,271,378 B2; 7,362,336 B2; 7,405,480 B2; 7,564,067 B2; 7,667,391 B2; 7,697,053 B2; 7,714,923 B2; 7,772,757 B2; and 7,781,957 B2.
- **Assigned Assets.** Kodak shall assign all of its right, title and interest, as of the Effective Date of the Settlement Agreement, in and to (i) the Pioneer License and (ii) the following three Transferred Patents, with a license back to Kodak and subject to all Kodak licenses granted prior to the Effective Date of the Settlement Agreement, including the Pioneer License: U.S. Patent Nos. 6,717,560 B2; 6,892,014 B2; and 6,999,138 B2.
- **Pioneer License Royalties Documentation.** Within five days of the Effective Date, Kodak will provide to GOT copies of all royalty statements received from Pioneer relating to the Pioneer License for the period January 2011 through the Effective Date.
- **Releases.** On the Effective Date of the Settlement Agreement, GOT and Kodak provide mutual releases of all claims and causes of action (i) to any of the Disputed Patents and (ii) arising from or relating to the APA or the

² The following U.S. patents comprise the 18 Disputed Patents claimed by GOT in the Adversary Proceeding: U.S. Patent Nos. 5,652,930; 6,692,094 B1; 6,717,560 B2; 6,872,500 B2; 6,892,014 B2; 6,927,415 B2; 6,999,138 B2; 7,153,539 B2; 7,153,620 B2; 7,271,378 B2; 7,362,336 B2; 7,405,480 B2; 7,564,067 B2; 7,667,391 B2; 7,697,053 B2; 7,714,923 B2; 7,772,757 B2; and 7,781,957 B2.

³ All capitalized terms used but not otherwise defined in this summary are to be given the meanings ascribed to them in the Settlement Agreement. To the extent there are inconsistencies between the terms of the Settlement Agreement and any summary description of the Settlement Agreement contained herein, the terms of the Settlement Agreement shall control.

Pioneer License based on acts occurring prior to and including the Effective Date of the Settlement Agreement.

- **Dismissal of the Adversary Proceeding.** Within three days of the Effective Date, GOT will dismiss with prejudice the Adversary Proceeding complaint and all claims asserted therein.
- **Withdrawal of the GOT Claim.** The GOT Claim will be deemed withdrawn with prejudice upon the Effective Date of the Settlement Agreement and Kodak will expunge the GOT Proof of Claim from its claims register.

14. Kodak has determined that none of the Assigned Assets would be utilized by and/or provide value to Kodak post-emergence (“**Reorganized Kodak**”). The Transferred Patents are encumbered, including by a license to LG Display Co., Ltd. for use in the OLED field, with LG Display Co., Ltd. having sublicense rights to two of the three Transferred Patents. Kodak has confirmed that Pioneer has not remitted any royalties pursuant to the Pioneer License since before the Petition Date. Conversely, certain of the Kodak Retained Patents are potentially useful to Reorganized Kodak, among other things. The Debtors therefore submit that the Settlement Agreement is fair and reasonable and is in the best interests of the Debtors’ estates. The Debtors have also discussed the terms of the Settlement Agreement with counsel to the Creditors’ Committee and the Second Lien Noteholders’ Committee, neither of whom has objected.

Jurisdiction

15. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Venue is proper 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 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9014 and 9019.

Relief Requested

16. By this Motion, the Debtors seek entry of an order approving and authorizing the Debtors to enter into and consummate the Settlement Agreement, including the assignment of three patents as provided therein, and such other and further relief as the Court deems just and proper.

Basis for Relief

A. Bankruptcy Rule 9019

17. Bankruptcy Rule 9019(a) permits a debtor in possession to compromise and settle claims, subject to bankruptcy court approval. Fed. R. Bankr. P. 9019(a). The legal standard for determining the propriety of a bankruptcy settlement is whether the settlement is in the “best interests of the estate.” *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 523 (S.D.N.Y. 1993). The United States Supreme Court has noted that “[c]ompromises are a ‘normal part of the process of reorganization.’” *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (citation omitted). The decision to approve a particular settlement lies within the sound discretion of the bankruptcy court. *Nellis v. Shugrue*, 165 B.R. 115, 122-23 (S.D.N.Y. 1994). In exercising its discretion, the bankruptcy court must make an independent determination that the settlement is fair and equitable. *Id.* at 122. The court may consider the opinions of the debtor in possession and its counsel that the settlement is fair and equitable. *Id.*; *see also Purofied Down Prods.*, 150 B.R. at 522. This discretion should be exercised by the bankruptcy court “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co., Inc.*, 217 B.R. 41, 46 (S.D.N.Y. 1998) (citation omitted); *Shugrue*, 165 B.R. at 123 (“[T]he general rule [is] that settlements are favored and, in fact, encouraged.”).

18. To approve a proposed settlement, a bankruptcy court is not required to decide the numerous issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement ‘fall[s] below the lowest point in the range of reasonableness.’” *Cosoff v. Rodman (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (citing *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)); see also *Purofied Down Prods.*, 150 B.R. at 522 (“the court need not conduct a ‘mini-trial’ to determine the merits of the underlying [dispute]”). In deciding whether a particular settlement falls above the “lowest point in the range of reasonableness,” courts consider the following factors:

- (1) “the balance between the litigation’s possibility of success and the settlement’s future benefits . . . ;
- (2) “the likelihood of complex and protracted litigation, ‘with its attendant expense, inconvenience, and delay’ . . . ;
- (3) “‘the paramount interests of creditors’ . . . ;
- (4) “whether other parties in interest support the settlement . . . ;
- (5) “the ‘competency and experience of counsel’ supporting, and ‘[t]he experience and knowledge of the bankruptcy court judge’ reviewing, the settlement . . . ;
- (6) “‘the nature and breadth of releases to be obtained by officers and directors’; and . . .
- (7) “‘the extent to which the settlement is the product of arm’s length bargaining.’”

Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC), 478 F.3d 452, 462 (2d Cir. 2007) (quoting *In re WorldCom, Inc.*, 347 B.R. 123, 137 (Bankr. S.D.N.Y. 2006)) (collectively, the “**Iridium Factors**”).

19. The Debtors submit that the Settlement Agreement, which resolves the GOT Claim and the Adversary Proceeding that each assert ownership claims to 18 Kodak patents

(among other claims), represents a fair and reasonable resolution of the parties' disputes that falls well within the range of reasonableness.

20. With respect to the first two *Iridium* Factors, the balance clearly favors the Settlement Agreement. The Settlement Agreement resolves complex litigation that would distract Reorganized Kodak from its going forward business operations and require Kodak to develop evidence and arguments in support of claim construction for all 18 Disputed Patents. Litigation requiring a determination of the scope of a patent's claims will be costly and time consuming. The Settlement Agreement instead permits the Reorganized Debtors' remaining intellectual property team to remain focused on emergence and business operations. The Settlement Agreement eliminates any risk that Reorganized Kodak might be required to assign one or more of the Retained Kodak Patents to GOT. An adverse outcome could have a negative impact on the Reorganized Debtors and their existing licensing agreements. Moreover, a successful litigation strategy would only benefit the Debtors to the extent of retaining three patents that Reorganized Kodak does not intend to utilize. Kodak has not received any royalties from the Pioneer License since 2011, which were remitted to GOT in accordance with the terms of the APA. The Court should approve the Settlement Agreement.

21. With respect to the third and fourth *Iridium* Factors, the Debtors have discussed the terms of the Settlement Agreement with counsel for the Creditors' Committee and the Second Lien Noteholders' Committee, who have not objected to the Settlement Agreement or the relief requested herein. The Settlement Agreement benefits the Debtors and their stakeholders because it fairly resolves the GOT Claim and the Adversary Proceeding without further litigation expense or any allowed claim for GOT. One potential outcome of the Adversary Proceeding is that the Court determines GOT is entitled to an allowed general

unsecured claim pursuant to Class 4 of the confirmed plan of reorganization instead of the assignment of Kodak patents. A large allowed general unsecured claim could impact the distribution to other creditors. The Debtors have therefore determined, in their business judgment and in consultation with their advisors and stakeholders, that the Settlement Agreement is more beneficial for all interested parties than proceeding with litigation.

22. With regard to the last three *Iridium* Factors, the Settlement Agreement was negotiated at arm's length, with each party represented by competent counsel, over a period of months after the Adversary Proceeding was filed. The hard fought negotiations resulted in a mutually acceptable settlement that resolves both the GOT Claim and the Adversary Proceeding without further litigation.

23. In sum, the Debtors have determined, in exercising their sound business judgment, that the Settlement Agreement is fair, equitable, and in the best interests of the Debtors' estates, creditors, and other parties in interest. Accordingly, the Debtors respectfully request that the Court approve the Settlement Agreement pursuant to Bankruptcy Rule 9019.

B. Section 363 of the Bankruptcy Code

24. As noted above, the Settlement Agreement includes the assignment of the three Transferred Patents and the Pioneer License from Kodak to GOT. The Debtors believe that they are entitled to use the Assigned Assets in the ordinary course of their business. Nonetheless, in an abundance of caution, the Debtors seek authorization pursuant to section 363(b) of the Bankruptcy Code to use the Assigned Assets in accordance with the terms set forth in the Settlement Agreement.⁴

⁴ As previously explained, the Debtors are separately seeking the Court's authority to transfer the Pioneer License to GOT by the Assumption and Assignment Motion.

25. Use of estate property other than in the ordinary course of business is governed by section 363(b)(1) of the Bankruptcy Code. Section 363(b)(1) provides, in relevant part, that “the 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 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); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *see also In re Residential Capital, LLC*, No. 12-12020, 2013 WL 3286198, slip op. at *18 (Bankr. S.D.N.Y. June 27, 2013) (“The debtor’s sale or use of property of the estate outside the ordinary course of business should be approved by this Court if there is a sound business justification for the proposed transaction.”).

26. The Settlement Agreement resolves the GOT Claim and the Adversary Proceeding that would be costly and distracting to the Debtors’ ongoing efforts to emerge from bankruptcy and Reorganized Kodak’s going forward business operations. The Debtors believe that assignment of the Transferred Patents to GOT in connection with the Settlement Agreement is the best available use of the Transferred Patents. The Debtors have determined that the Transferred Patents will not be utilized by Reorganized Kodak and therefore are not strategically significant. GOT already purchased Kodak’s OLED patent portfolio pursuant to the APA, and is in the best position to either utilize or monetize these three patents. The Settlement Agreement ensures that Kodak will retain the 15 Kodak Retained Patents for use by Reorganized Kodak. Accordingly, the Debtors submit that Kodak’s entry into the Settlement Agreement and use of the Transferred Patents as contemplated therein is in the exercise of their sound business

judgment, is in the best interests of the Debtors' estates, creditors and other parties in interest, is fair and reasonable, and should be approved by the Court.

Notice

27. Notice of this Motion shall be provided to: (a) the U.S. Trustee; (b) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee; (c) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees; (d) counsel to any other statutory committee appointed in these chapter 11 cases; (e) counsel to the agent under the prepetition revolving credit facility; (f) U.S. Bank, National Association, as indenture trustee; (g) Wilmington Trust, National Association, as indenture trustee; (h) the Securities and Exchange Commission; (i) the Internal Revenue Service; (j) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' post-petition secured lenders; (k) the Environmental Protection Agency; (l) Akin Gump Strauss Hauer & Feld LLP, counsel to the Second Lien Noteholders' Committee and the lead lenders to the Debtors' supplemental post-petition secured financing; (m) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors' supplemental post-petition secured lenders; (n) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP; (o) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as counsel to certain Backstop Parties; (p) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and (q) McKool Smith, P.C., counsel to GOT. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.

No Prior Request

28. 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 grant the relief requested herein and further relief as is just and proper.

Dated: August 26, 2013
New York, New York

/s/ Andrew G. Dietderich
Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
Oded Zaluski
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

- and -

Pauline K. Morgan
Joseph M. Barry
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
1270 Avenue of the Americas
Suite 2210
New York, New York 10020
Telephone: (212) 332-8840
Facsimile: (212) 332-8855

Counsel to the Debtors and
Debtors in Possession

Hearing Date: September 16, 2013 at 11:00 A.M. (Eastern Time)
Objection Deadline: September 9, 2013 at 4:00 P.M. (Eastern Time)

Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
Oded Zaluski
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

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
APPROVING AND AUTHORIZING ENTRY INTO THE
SETTLEMENT AGREEMENT AND RELEASE BETWEEN
EASTMAN KODAK COMPANY AND GLOBAL OLED TECHNOLOGY LLC**

PLEASE TAKE NOTICE that on the date hereof, Eastman Kodak Company, *et al.* (collectively, the “**Debtors**”), filed the Debtors’ Motion for an Order Approving and Authorizing Entry Into the Settlement Agreement and Release Between Eastman Kodak Company and Global OLED Technology LLC (the “**Motion**”).² The undersigned counsel will

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

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

present the Motion to 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, at a hearing to be held on **September 16, 2013 at 11:00 a.m. (ET)**.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the relief requested in the Motion must be filed electronically with the Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Court’s General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the 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 served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Court and the United States Trustee, 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, NY 10004; (b) the Debtors and their counsel; (c) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors; (d) Haskell Slaughter Young & Rediker LLC, counsel to the Official Committee of Retired Employees; (e) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors’ post-petition secured lenders; (f) 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; (g) Covington & Burling LLP, counsel to Wilmington Trust, National Association, as agent for the Debtors’ supplemental post-petition secured lenders; (h) Simpson Thacher & Bartlett LLP, counsel to GSO Capital Partners LP; (i) Kramer Levin Naftalis & Frankel LLP and Kasowitz Benson Torres & Friedman LLP, each as

counsel to certain Backstop Parties; and (j) McKool Smith, P.C., counsel to Global OLED Technology LLC; so as to be actually received no later than **September 9, 2013 at 4:00 p.m. (ET)**.

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>.

Dated: August 26, 2013
New York, New York

/s/ Andrew G. Dietderich
Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
Oded Zaluski
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

- and -
Pauline K. Morgan
Joseph M. Barry
YOUNG CONAWAY STARGATT &
TAYLOR, LLP
1270 Avenue of the Americas
Suite 2210
New York, New York 10020
Telephone: (212) 332-8840
Facsimile: (212) 332-8855

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 APPROVING AND AUTHORIZING ENTRY INTO
THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN
EASTMAN KODAK COMPANY AND GLOBAL OLED TECHNOLOGY LLC**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company (“**Kodak**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) approving and authorizing entry into the Settlement Agreement and Release (the “**Settlement Agreement**”) between Kodak and Global OLED Technology LLC (“**GOT**”) and the assignment of certain patents in connection therewith, the Court having found that this Court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 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

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

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

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' estates, their 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 any objections (if any) to the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing, it is hereby ORDERED THAT:

1. The Motion is GRANTED.
2. Kodak is authorized, pursuant to Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code, to enter into the Settlement Agreement, attached as Exhibit B to the Motion, with GOT.
3. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement is approved.
4. The Transferred Patents, as provided for in the Settlement Agreement, shall be assigned to GOT subject to all Kodak licenses granted prior to the Effective Date of the Settlement Agreement.
5. The Debtors are hereby authorized to execute and deliver such documents, and take and perform any and all actions, reasonably necessary or appropriate to implement and effectuate the relief requested in the Motion and granted in connection with this Order.
6. The requirements set forth in Local Rules 9013-1(a) and 9013-1(b) are satisfied.
7. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rules 6004(h) or otherwise.

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

Dated: August ___, 2013
New York, New York

Allan L. Gropper
United States Bankruptcy Judge

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

EXECUTION COPY

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "**Agreement**") is entered into as of August 23, 2013 by and between (a) Eastman Kodak Company, a corporation organized under the laws of the State of New Jersey ("**Kodak**"), and (b) Global OLED Technology LLC, a limited liability company organized under the laws of the State of Delaware ("**GOT**"). Kodak and GOT shall be referred to, individually, as a "**Party**", and collectively, as the "**Parties**."

RECITALS

WHEREAS, Kodak and LG Display Co., Ltd. ("**LG Display**"), LG Electronics, Inc. ("**LGE**") and LG Chem Ltd. (collectively with LG Display and LGE, "**LG**") executed an Asset Purchase Agreement and related agreements and documentation, dated November 30, 2009 (the "**APA**"), by which Kodak transferred certain assets, including various patents and licensing agreements, relating to Organic Light Emitting Diode ("**OLED**") technology to GOT (as assignee of the initial buyers, LG);

WHEREAS, Kodak and its affiliated debtors filed voluntary petitions with the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), and the chapter 11 cases of Kodak and its affiliated debtors (collectively, "**Debtors**") are being jointly administered under case no. 12-10202 (ALG) (the "**Bankruptcy Case**"), and Kodak has remained in possession of its property and continues to operate its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, on July 17, 2012, GOT filed a proof of claim against Kodak assigned number 5339 (the "**GOT Proof of Claim**"), asserting an interest in certain Kodak patents (the "**Patents at Issue**") and a general unsecured claim for unliquidated and contingent amounts purportedly due and owing under the APA, including any royalties received by Kodak pursuant to a certain license agreement by and between Kodak and Pioneer Electronic Corporation ("**Pioneer**"), dated September 8, 1995 (as amended, modified, or extended from time to time) (the "**Pioneer License**"). For the avoidance of doubt, the term "Patents at Issue" includes only GOT Assigned Patents and Kodak Retained Patents (as defined below);

WHEREAS, on December 19, 2012, GOT commenced an adversary proceeding in the Bankruptcy Case against Kodak, No. 12-02070 (the "**Adversary Proceeding**"), seeking, *inter alia*, (i) a declaratory judgment that it acquired the Patents at Issue pursuant to the APA and that Kodak has no interest in the Patents at Issue, and (ii) a declaratory judgment that royalties paid to Kodak pursuant to the Pioneer License were assigned to GOT by the APA and that Kodak therefore has no interest in those royalties;

WHEREAS, Kodak and GOT engaged in good-faith negotiations at arm's length regarding a comprehensive settlement to resolve the Adversary Proceeding and the GOT Proof of Claim, and to resolve all potential claims arising from the APA which were or could have been asserted prior to the Effective Date (as defined below); and

WHEREAS, Kodak has determined that the compromise and settlement set forth herein is fair and reasonable, and in the best interests of the Debtors, the Debtors' estates and their creditors, and the Debtors have discussed the terms of the Agreement with advisors to the Official Committee of Unsecured Creditors (the "**Creditors' Committee**"), the Second Lien Parties, and Kodak's postpetition lenders, all of whom have expressed no objection.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, but subject to the approval by the Bankruptcy Court, Kodak and GOT hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, capitalized terms used in this Agreement, whether in singular or in plural and not otherwise defined herein shall have the following meanings:

"Bankruptcy Plan" means a plan of reorganization or liquidation for which a final confirmation order is entered by the Bankruptcy Court pursuant to section 1129 of the Bankruptcy Code.

"GOT Assigned Patents" means the following three Patents at Issue and any national and regional counterparts, reissues, reexaminations, continuations, derivations, requests for continuing examination, divisionals, or continuing prosecution applications, or design registrations claiming priority to any of the following: (a) U.S. Patent No. 6,717,560 B2; (b) U.S. Patent No. 6,892,014 B2; and (c) U.S. Patent No. 6,999,138 B2. The term "GOT Assigned Patents" includes, without limitation, the rights to seek and obtain damages or other remedies for infringement, past, present or future, of the GOT Assigned Patents and, the rights to any royalties, settlement amounts or other consideration for the grant of any release, right or license under the GOT Assigned Patents. Notwithstanding the above definition, the GOT Assigned Patents do not include any patents or patent applications owned by GOT or previously assigned by Kodak to GOT prior to the Effective Date. For the avoidance of doubt, nothing in the above definition or anywhere in this Agreement shall provide GOT any right, title or interest in any royalties, settlement amounts or other consideration paid or owing to Kodak that is attributed or attributable to the GOT Assigned Patents pursuant to any license or other agreement entered into by Kodak prior to the date of this Agreement and not previously assigned to GOT under the APA.

"Kodak Retained Patents" means the following fifteen Patents at Issue and any national and regional counterparts, reissues, reexaminations, continuations, derivations, requests for continuing examination, divisionals, or continuing prosecution applications, or design registrations claiming priority to any of the following: (a) U.S. Patent No. 5,652,930; (b) U.S. Patent No. 6,692,094 B1; (c) U.S. Patent No. 6,872,500 B2; (d) U.S. Patent No. 6,927,415 B2; (e) U.S. Patent No. 7,153,539 B2; (f) U.S. Patent No. 7,153,620 B2; (g) U.S. Patent No. 7,271,378 B2; (h) U.S. Patent No. 7,362,336 B2; (i) U.S. Patent No. 7,405,480 B2; (j) U.S. Patent No. 7,564,067 B2; (k) U.S. Patent No. 7,667,391 B2; (l) U.S. Patent No. 7,697,053 B2; (m) U.S. Patent No. 7,714,923 B2; (n) U.S. Patent No. 7,772,757 B2; and (o) U.S. Patent No.

7,781,957 B2. The term “Kodak Retained Patents” includes, without limitation, the rights to seek and obtain damages or other remedies for infringement, past, present or future, of the Kodak Retained Patents and the rights to any royalties, settlement amounts or other consideration for the grant of any release, right or license under the Kodak Retained Patents. Notwithstanding the above definition, Kodak Retained Patents does not include any patents or patent applications owned by or previously assigned to GOT prior to the Effective Date.

“**KPP Global Settlement**” means that certain *Order (I) Approving (A) the KPP Global Settlement and (B) Procedures for the Assumption and Assignment of Certain Contracts and (II) Authorizing the Debtors’ (A) Entry into Agreements with Respect to the Transfer of the Document Imaging and Personalized Imaging Businesses and (B) Use, License and Lease of Property of the Estate in Connection Therewith* entered by the Bankruptcy Court of the Southern District of New York on June 21, 2013 [Docket No. 4113].

“**Person**” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company or other entity of any kind, and shall include any successor (by merger, amalgamation or otherwise) of such entity.

2. Effective Date. This Agreement is subject to and shall be immediately effective on the date of entry of a final, non-appealable order of the Bankruptcy Court (that is not stayed) approving the terms hereof, including, without limitation, the assumption and assignment to GOT of the Pioneer License (the “**Effective Date**”). The terms and provisions of this Agreement shall be void and of no further force and effect if approval by the Bankruptcy Court is not granted. This Agreement shall be inadmissible in any future proceedings if not approved by the Bankruptcy Court. If either the Creditors’ Committee, the Second Lien Parties or any of Kodak’s postpetition lenders objects to the Agreement, then Kodak, in its sole discretion, may terminate the Agreement and not pursue its approval from the Bankruptcy Court upon notice to GOT within seven (7) days of learning of the objection. GOT shall have the right, in its sole discretion, to terminate the Agreement prior to the Effective Date if the Bankruptcy Court does not approve the assignment of the Pioneer License to GOT.

3. GOT Representation. GOT represents and warrants that LG has assigned to GOT all rights and interests in the APA.

4. Assignment of Patents. On the terms and subject to the conditions set forth herein, on the Effective Date, Kodak will assign, convey, and transfer to GOT all of Kodak’s right, title and interest throughout the world in and to the GOT Assigned Patents, including any right that Kodak has to sue for patent, present or future infringement of the GOT Assigned Patents, subject to the rights and licenses granted to Kodak in Section 6 below and other rights and licenses granted by Kodak on or before the Effective Date. Except as modified pursuant to this Agreement, the assignment of the GOT Assigned Patents shall be in accordance with the terms of section 2.9 of the APA.

5. Assignment of the Pioneer License. Kodak shall use its reasonable best efforts to obtain an order from the Bankruptcy Court permitting Kodak to assign the Pioneer License to GOT on the Effective Date provided that GOT assumes all obligations of Kodak arising under the Pioneer Agreement. In connection with the foregoing, Kodak shall move the Bankruptcy Court to assume and assign to GOT the Pioneer License in connection with its motion to approve this Agreement in the Bankruptcy Court. GOT shall have the right, in its sole discretion, to terminate the Agreement prior to the Effective Date if the Bankruptcy Court does not approve the assignment of the Pioneer License to GOT.

6. Pioneer License Royalties, Related Documentation. Kodak will remit to GOT any funds it has received from Pioneer as royalties pursuant to the Pioneer License that have not previously been paid to GOT in accordance with the terms of the APA. Kodak represents and warrants that there are no such payments as of the date hereof. Within five days of the Effective Date, Kodak will provide to GOT copies of all royalty statements received from Pioneer relating to the Pioneer License for the period January 2011 through the Effective Date. Kodak will forward any royalty statements and/or remit any funds it receives in the future from Pioneer as royalties relating to the Pioneer license to GOT within 30 days of receipt.

7. License to Kodak. As of the Effective Date, GOT hereby grants to Kodak and Kodak hereby receives a license in, to and under the GOT Assigned Patents pursuant to the terms of that certain License Agreement, dated December 30, 2009, by and between Kodak and GOT (the "**Existing License**"), provided, however, that notwithstanding the terms of the Existing License, including, without limitation, the sublicensing prohibitions set forth therein, GOT hereby grants to Kodak and Kodak hereby receives, the right to grant a sublicense in, to and under the GOT Assigned Patents to KPP Trustees Limited, as Trustee for the Kodak Pension Plan of the United Kingdom, or its designee in accordance with and to the fullest extent permitted by the KPP Global Settlement and the terms of the KPP Global Settlement Documents (as such term is defined in the KPP Global Settlement).

8. Dismissal of Adversary Proceeding. Within three (3) days after the Effective Date, GOT shall file a stipulation of dismissal dismissing with prejudice the Adversary Proceeding complaint and all claims asserted therein.

9. Withdrawal of GOT Proof of Claim. The GOT Proof of Claim shall be deemed withdrawn with prejudice upon the Effective Date and Kodak will expunge the GOT Proof of Claim from its claims register.

10. Releases.

(a) Kodak Release. Effective as of the Effective Date, Kodak hereby unconditionally and irrevocably releases, acquits and forever discharges GOT and its officers, directors, employees, agents, attorneys and stockholders from any and all claims, counterclaims, demands, liabilities, suits, debts, costs, expenses, and causes of action, at law or in equity, whether asserted or unasserted, whether known or unknown, (i) relating to any of the Patents at Issue, or (ii) arising from or relating to the APA or the Pioneer License based on acts occurring prior to and including the Effective Date.

(b) GOT Release. Effective as of the Effective Date, GOT hereby unconditionally and irrevocably releases, acquits and forever discharges Kodak and its officers, directors, employees, agents, attorneys and stockholders from any and all claims, counterclaims, demands, liabilities, suits, debts, costs, expenses, and causes of action, at law or in equity, whether asserted or unasserted, whether known or unknown, (i) relating to any of the Patents at Issue, or (ii) arising from or relating to the APA or the Pioneer License based on acts occurring prior to and including the Effective Date. For the avoidance of doubt, neither the APA nor this Agreement provides GOT any right, title, interest in or claim to the Kodak Retained Patents.

11. Assignments. Neither Kodak nor GOT may assign or transfer this Agreement or any or all of its rights and obligations under this Agreement to any Person without prior written consent of all Parties. Notwithstanding the foregoing, Kodak may assign its rights under this Agreement to any succeeding entity upon consummation of and pursuant to the Bankruptcy Plan and/or any order confirming the Bankruptcy Plan issued by the Bankruptcy Court. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of any of the parties hereto.

12. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.

13. Modification. This Agreement may be modified only in a writing agreed to and signed by each of the Parties hereto.

14. Governing Law. The validity, performance, construction and interpretation of the Agreement shall be governed by the laws of the State of New York without regard to its conflict of law provisions, to the extent that they would result in the application of laws of any other jurisdiction.

15. Dispute Resolution. Each Party agrees that for so long as the Bankruptcy Court is exercising jurisdiction in the Bankruptcy Case, it will bring any actions, suits or proceedings arising out of or relating to this Agreement in the Bankruptcy Court, and thereafter exclusively in the United States District Court for the Southern District of New York. In the event that the Bankruptcy Court or the United States District Court for the Southern District of New York, as applicable, declines to or may not accept jurisdiction over a particular matter, each Party agrees to then proceed in the Supreme Court of the State of New York for New York County (collectively as set forth in this Section 15, the "**Chosen Courts**"). Each Party, with respect to any actions, suits or proceedings arising out of or relating to this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection or claim to laying venue in any such action, suit or proceeding in the Chosen Courts, and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party.

16. Costs. All legal fees and other expenses incurred on behalf of a Party in connection with negotiating, drafting and effectuating the Agreement will be borne by such Party.

17. Severability. If any term, clause, provision, or part thereof, of this Agreement is invalidated or unenforceable by operation of law or otherwise, the Parties shall negotiate in good faith a replacement, but legally valid, term, clause or provision that best meets the intent of the Parties. The remaining provisions of this Agreement will remain in full force and effect.

18. Reliance on Own Counsel. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated at arm's length, with the advice and participation of counsel, and prepared at the joint request, direction and instruction of the Parties, and shall be interpreted in accordance with its terms without favor to any Party.

19. Authority to Execute Agreement. By signing below, each Party warrants and represents that the Person signing this Agreement on its behalf has authority to bind that Party and that Party's execution of this Agreement is not in violation of any by-law, covenants and/or other restrictions placed upon the Party.


20. Headings. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of signatures via facsimile transmission, Portable Document Format, or other electronic transmission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their authorized representatives.

EASTMAN KODAK COMPANY

By: 
Name: Timothy Lynch
Title: Vice President

GLOBAL OLED TECHNOLOGY LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their authorized representatives.

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

GLOBAL OLED TECHNOLOGY LLC

By: Youngwo Cho
Name: YOUNGWOO CHO
Title: CFO / VP

By: D. S. Carumed
Name: DANIEL S CARUMED
Title: PRESIDENT & CEO