

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

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In re:

EASTMAN KODAK COMPANY, *et al.*,<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)  
) Case No. 12-10202 (ALG)  
)  
) (Jointly Administered)  
)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS AND MOXTEK, INC.**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Moxtek, Inc. (“**IP Counterparty**”, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”);<sup>2</sup>

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143]

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

<sup>2</sup> All contracts listed in the exhibit attached hereto include all amendments, extensions, supplements and/or restatements.

(the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”),<sup>3</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395], in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts; and

WHEREAS, subject to the Court’s approval, in lieu of the procedures set forth in the Solicitation Procedures Order and to resolve any objections by the IP Counterparty to confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.
2. The recitals above are incorporated by reference.

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

3. To the best of the Parties' knowledge (with respect to the IP Counterparty, the employees with principal responsibility for these chapter 11 cases), the Assumed Contracts represent the known executory contracts between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates) as of the date hereof.

4. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the "**Bankruptcy Code**") and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.

5. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. The Reorganized Kodak will not assign any of the Assumed Contracts unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

6. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) no amount or other compensation, including any compensation for any actual pecuniary loss

resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

7. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Assumed Contract;

b. shall limit, restrict, prejudice, impair or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP

Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Assumed Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors, which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or

c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Assumed Contracts.

8. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 7 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 7 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

9. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.

10. Notwithstanding Kodak's assumption of the Assignment with Subsequent License Grant Agreement, dated as of May 20, 2005 between Kodak and the IP Counterparty (the "**License Agreement**") and as a condition to the IP Counterparty's consent to the same, the Parties will commence good faith discussions concerning the IP Counterparty's offer to repurchase rights to certain intellectual property and/or patents licensed to the Debtor(s) or Reorganized Debtor(s) by the IP Counterparty pursuant to the License Agreement. After the initial discussions, Kodak, in exercising reasonable business judgment, will solely determine whether to continue such good faith negotiations with the IP Counterparty. Nothing contained herein shall be deemed or construed to be a commitment by the Debtor(s) or Reorganized Debtor(s) to enter into any transaction regarding such intellectual property and/or patents or a commitment by the Debtor(s) or Reorganized Debtor(s) to engage in business negotiations regarding the repurchase of any rights to such intellectual property and/or patents beyond the initial discussion.

11. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications and supplements are reserved.

12. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and to the

assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

13. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

14. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and assigns and shall bind and inure to the benefit of the IP Counterparty and its permitted successors and assigns.

15. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

16. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the assumption of the Assumed Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

17. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

18. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

*[ Remainder of page intentionally left blank ]*



IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
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Counsel to the Debtors and  
Debtors in Possession

/s/ David Leigh

David Leigh  
RAY QUINNEY & NEBEKER P.C.  
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Telephone: (801) 323-3382  
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Counsel to Moxtek, Inc.

SO ORDERED THIS \_\_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
JBP0234801	Moxtek, Inc.	Development Agreement	2/1/2001	\$0
JBP0539176	Moxtek, Inc.	Assignment with Subsequent License Grant Agreement	5/20/2005	\$0

**EXHIBIT B**

**Nikon Corporation Stipulation**

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

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In re:

EASTMAN KODAK COMPANY, *et al.*,<sup>1</sup>

Debtors.

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Chapter 11

Case No. 12-10202 (ALG)

(Jointly Administered)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS AND NIKON CORPORATION**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Nikon Corporation<sup>2</sup> (the “**IP Counterparty**”, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”), the contracts listed on Exhibit 2 hereto (each, a “**Non-365(n) Contract**”), and the contracts listed on Exhibit 3 hereto (each, an “**Expired or Terminated Contract**” and together with the Assumed Contracts and the Non-365(n) Contracts, the “**Stipulated Contracts**”);<sup>3</sup>

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

<sup>2</sup> Affiliates of the IP Counterparty shall also receive the benefit of paragraph 9 of this Stipulation and Order.

<sup>3</sup> All contracts listed in the exhibits attached hereto include all amendments, extensions, supplements and/or restatements.

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143] (the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”);<sup>4</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395], in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts;

WHEREAS, on July 30, 2013, the Debtors filed the *Plan Supplement for the First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and its Debtor Affiliates* [Docket No. 4489] (as may be amended, modified or supplemented from time to time, the “**Plan Supplement**”), which, among other things, sets forth Kodak GUC Trust Avoidance Actions; and

WHEREAS, subject to the Court’s approval, in lieu of the procedures set forth in the Solicitation Procedures Order and to resolve any objections by the IP Counterparty to confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

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<sup>4</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.

2. The recitals above are incorporated by reference.

3. To the best of the Parties' knowledge as of the date hereof (with respect to the IP Counterparty, the employees with principal responsibility for these chapter 11 cases), the Stipulated Contracts represent the known contracts that are or were executory between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates).

4. Each Expired or Terminated Contract has been expired or terminated in accordance with its terms and neither Party has any past or ongoing liability to the other Party in connection with such contracts.

5. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the "**Bankruptcy Code**") and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.

6. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. The Reorganized Kodak

will not assign any of the Assumed Contracts unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

7. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) no amount or other compensation, including any compensation for any actual pecuniary loss resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

8. The IP Counterparty consents to Kodak's rejection, as of the Effective Date, of each Non-365(n) Contract pursuant to and in accordance with the Plan. The IP Counterparty shall have thirty (30) days after the Effective Date to file a Proof of Claim with respect to any claim for damages arising from or relating to the rejection of such Non-365(n) Contract.

9. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The*

*Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Assumed Contract;

b. shall limit, restrict, prejudice, impair or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Assumed Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors, which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or



c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Assumed Contracts.

10. With respect to that certain Amended and Restated Digital Still Camera Patent License Agreement and that certain Amended and Restated Digital Single Lens Reflex Camera Patent License Agreement, each between Kodak and the IP Counterparty and dated October 21, 2005, as amended and/or restated, the IP Counterparty and Kodak agree to the terms set forth in Exhibit 4 attached hereto.

11. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 9 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 9 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

12. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.

13. Notwithstanding anything to the contrary contained in the Plan Supplement, the Kodak GUC Trust shall not pursue a Kodak GUC Trust Avoidance Action

against the IP Counterparty. For the avoidance of doubt, the IP Counterparty is hereby deemed removed from Exhibit L of the Plan Supplement.

14. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications and supplements are reserved.

15. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and the assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

16. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

17. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and assigns and shall bind and inure to the benefit of the IP Counterparty and its permitted successors and assigns.

18. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

19. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the Stipulated Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

20. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

21. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
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Debtors in Possession

/s/ Vincent J. Novak

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Vincent J. Novak  
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Counsel to Nikon Corporation

SO ORDERED THIS \_\_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT 1**

### **Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
WFD9601303	Nikon Corporation	Patent License Agreement for PAC Write-Read Software	9/14/1995	\$0
KDF9510092	Nikon Corporation	Trademark License Agreement	9/28/1995	\$0
JBP0539152	Nikon Corporation	Paid-Up License Agreement with Applied Science Fiction	4/1/2002	\$0
MRP0539672	Nikon Corporation	Settlement Agreement and Memorandum of Understanding	10/20/2005	\$0
MRP200600011	Nikon Corporation	Amended and Restated Digital Single Lens Reflex Camera Patent License Agreement	10/21/2005	\$0
MRP200600012	Nikon Corporation	Amended and Restated Digital Still Camera Patent License Agreement	10/21/2005	\$0
KDF9304231	Nikon Corporation and others	Five Party Agreement between Canon, Inc., Minolta Camera Co., Ltd. and Nikon Corporation entered into November 18, 1991.	11/18/1991	\$0
KDF9503162	Nikon Corporation and others	Memorandum of Authorization relating to the Five Party Agreement between Canon, Inc., Minolta Camera Co., Ltd.	1/18/1995	\$0

		and Nikon Corporation		
NA	Nikon Corporation	Termination Agreement	9/30/2007	\$0

**EXHIBIT 2**

**Non-365(n) Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
KDF9817899	Nikon Corporation	F-5 Joint Development & Distribution Agreement	3/28/1996
KDF9831754	Nikon Corporation	6i Development and Distribution Agreement	10/14/1997
JBP0539153	Nikon Corporation	Master Development Agreement	8/26/2002

### **EXHIBIT 3**

#### **Expired or Terminated Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
92074592.1	Nikon Corporation	Patent License Agreement, Technical Information Disclosure Agreement and Secrecy Agreement	5/27/1992
DIH0235494	Nikon Corporation	Development and Distribution Agreement	7/25/2001
DIH0539741	Nikon Corporation	Development Agreement	1/26/2005
LGQ200700002	Nikon Corporation	Software Distribution Agreement	10/21/2005
NA	Nikon Corporation	6i Joint Development and Distribution Agreement	3/28/1996



**EXHIBIT 4**

Redacted

**EXHIBIT C**

**Technicolor, Inc. Stipulation**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

EASTMAN KODAK COMPANY, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 12-10202 (ALG)

(Jointly Administered)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS AND TECHNICOLOR, INC.**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Technicolor, Inc. (“**IP Counterparty**”<sup>2</sup>, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”) and the contract listed on Exhibit 2 hereto (each, a “**Non-365(n)**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);<sup>3</sup>

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143]

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

<sup>2</sup> Affiliates of the IP Counterparty shall also receive the benefit of paragraphs 6, 7, and 10 of this Stipulation and Order.

<sup>3</sup> All contracts listed in the exhibits attached hereto include all amendments, extensions, supplements and/or restatements.

(the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”);<sup>4</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395] and on July 30, 2013 filed the *Second Notice of Proposed Assumption of Specified Contracts* [Docket No. 4483], each in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts;

WHEREAS, on July 30, 2013, the Debtors filed the *Notice of (I) Survival and Continuance of Contracts and Leases Entered into After the Petition Date, and (II) Rejection of Certain Executory Contracts and Unexpired Leases* [Docket No. 4484] (the “**Rejection Notice**”), in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed rejection of certain contracts;

WHEREAS, on July 30, 2013, the Debtors filed the *Plan Supplement for the First Amended Joint Chapter 11 Plan of Reorganization of Eastman Kodak Company and its Debtor Affiliates* [Docket No. 4489] (as may be amended, modified or supplemented from time to time, the “**Plan Supplement**”), which, among other things, sets forth Kodak GUC Trust Avoidance Actions; and

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<sup>4</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

WHEREAS, subject to the Court's approval, in lieu of the procedures set forth in the Solicitation Procedures Order and to resolve any objections by the IP Counterparty to confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.
2. The recitals above are incorporated by reference.
3. To the best of the Parties' knowledge as of the date hereof (with respect to the IP Counterparty, the employees with principal responsibility for these chapter 11 cases), the Stipulated Contracts represent the known contracts that are or were executory between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates).
4. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the "**Bankruptcy Code**") and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.
5. Notwithstanding anything to the contrary contained in the Rejection Notice, Kodak shall assume the Motion Picture Film Products Agreement (United States and Canada), effective Jan 1, 2011 to Dec 31, 2012, between Eastman Kodak Company and the IP Counterparty.

6. Notwithstanding anything to the contrary contained in the Plan Supplement, the Kodak GUC Trust shall not pursue a Kodak GUC Trust Avoidance Action, and the Reorganized Debtors shall not pursue an Avoidance Action, against the IP Counterparty. For the avoidance of doubt, the IP Counterparty is hereby deemed removed from Exhibit L of the Plan Supplement.

7. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. The Reorganized Kodak will not assign any of the Assumed Contracts unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

8. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) no amount or other compensation, including any compensation for any actual pecuniary loss resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

9. The IP Counterparty consents to Kodak's rejection, as of the Effective Date, of each Non-365(n) Contract pursuant to and in accordance with the Plan. The IP Counterparty shall have thirty (30) days to file a Proof of Claim with respect to any claim for damages arising from or relating to the rejection of such Non-365(n) Contract.

10. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Assumed Contract;

b. shall limit, restrict, prejudice, impair or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP

Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Assumed Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors, which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or

c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Assumed Contracts.

11. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 10 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 10 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

12. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.



13. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications and supplements are reserved.

14. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and to the assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

15. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

16. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and assigns and shall bind and inure to the benefit of the IP Counterparty and its permitted successors and assigns.

17. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal,

state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

18. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the Stipulated Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

19. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

20. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

*[ Remainder of page intentionally left blank ]*

IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
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Telephone: (212) 558-4000  
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Counsel to the Debtors and  
Debtors in Possession

/s/ G. Larry Engel

G. Larry Engel  
Vincent J. Novak  
Kristin Hiensch  
MORRISON & FOERSTER LLP  
425 Market Street  
San Francisco, CA 94105  
Telephone: (415) 268-7000  
Facsimile: (415) 268-7522

Counsel to Technicolor, Inc.

SO ORDERED THIS \_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT 1**

### **Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
n/a	Technicolor, Inc.	Service Agreement	5/31/2003	\$0
n/a	Technicolor, Inc.	Motion Picture Film Products Agreement	12/9/2011 (Eff. 1/1/2011)	\$0
DIH0133777	Thomson Consumer Electronics Sales GMBH	Patent License Agreement	3/1/2001	\$0
APS200700011	Thomson Licensing	Patent License Agreement	3/1/2007	\$0
JBP0335671	Thomson Multimedia	Design and Development Agreement (Avalanche Imaging Subsystem and Lens Gate Assemblies)	12/6/2000	\$0
JBP0335684	Thomson Multimedia	Design and Development Agreement (Digital Optical Tape Drive)	12/1/2000	\$0
JBP0335683	Thomson Multimedia, Philips Digital Video Systems	Binding Letter of Agreement	12/21/1999	\$0

**EXHIBIT 2**

**Non-365(n) Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
JBP0335697	Thomson	Avalanche Imaging Subsystem and Lens Gate Assembly Binding Letter of Intent	12/13/2002
JDP200800069	Technicolor Creative Services USA, Inc.	Evaluation Agreement	6/27/2008

**EXHIBIT D**

**Oracle Corporation Stipulation**

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

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In re:

EASTMAN KODAK COMPANY, *et al.*,<sup>1</sup>

Debtors.

---

)  
) Chapter 11  
)

) Case No. 12-10202 (ALG)  
)

) (Jointly Administered)  
)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS AND ORACLE AMERICA, INC.**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Oracle America, Inc., as successor in interest to Agile Software Corporation, Art Technology Group, Inc., Hyperion Solutions Corporation, Oracle Corporation, Oracle USA, Inc., PeopleSoft, Inc., Right Now Technologies, and Sun Microsystems, Inc. (“**IP Counterparty**”, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”);<sup>2</sup>

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

<sup>2</sup> All contracts listed in the exhibits attached hereto include all amendments, extensions, supplements and/or restatements.

WHEREAS, Kodak and the IP Counterparty are also party to the contracts listed on Exhibit 2 hereto (each, an “**Assigned Contract**”), which is not an Assumed Contract;

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143] (the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”),<sup>3</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395] and on July 30, 2013, filed the *Second Notice of Proposed Assumption of Specified Contracts* [Docket No. 4483], in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts;

WHEREAS, in connection with and as a condition to Kodak’s assumption of the Assumed Contracts, the Parties have agreed that Kodak shall pay the cure amounts listed on Exhibit 1 hereto (the “**Cure Amounts**”) on or as soon as reasonably practicable after the time of assumption of the Assumed Contracts; and

WHEREAS, subject to the Court’s approval, in lieu of the procedures set forth in the Solicitation Procedures Order and to resolve any objections by the IP Counterparty to

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.



confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.

2. The recitals above are incorporated by reference.

3. Pursuant to Section 8.8 of the Plan, each Reorganized Debtor will perform its obligations under each contract and lease entered into by such Reorganized Debtor after the Petition Date, in accordance with and subject to the terms of such contract or lease.

4. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the “**Bankruptcy Code**”) and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.

5. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. The Reorganized Kodak will not assign any of the Assumed Contracts unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign any of

the Assumed Contracts under section 363 or 365 of the Bankruptcy Code, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

6. Subject to the payment of the Cure Amounts (which payment shall be made to the IP Counterparty on or as soon as reasonably practicable after the time of assumption of the Assumed Contract in full and in immediately available funds, without deduction, counterclaim, or setoff), the IP Counterparty acknowledges and agrees that (i) upon payment of the Cure Amounts, the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) other than the Cure Amounts, no amount or other compensation, including any compensation for any actual pecuniary loss resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

7. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Assumed Contract;

b. shall limit, restrict, prejudice, impair or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Assumed Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors, which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or

c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Assumed Contracts.

8. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such

license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 7 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 7 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

9. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.

10. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications and supplements are reserved. For the avoidance of doubt, in the event additional executory contracts between the Parties are identified by the Debtors or the IP Counterparty after the date hereof, the IP Counterparty agrees not to object to the Plan and entry of the Confirmation Order on the basis of such additional contracts.

11. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and to the

assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

12. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

13. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and assigns and shall bind and inure to the benefit of the IP Counterparty and its permitted successors and assigns.

14. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

15. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the Assumed Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

16. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be

deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

17. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

*[ Remainder of page intentionally left blank ]*

IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
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

/s/ Katrina Garibaldi

Katrina Garibaldi  
Corporate Counsel  
Oracle America, Inc.  
500 Oracle Parkway  
Redwood City, California 94065

SO ORDERED THIS \_\_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT 1**

### **Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
JFR200800001	Oracle Corporation (Sun Microsystems)	Settlement Agreement	10/7/2004	\$0
WFD200800006	Sun Microsystems, Inc.	Source Code License Rider to Photo CD Patent License Agreement	6/1/1993	\$0
WFD9311053	Sun Microsystems, Inc.	Photo CD Patent License Agreement	6/1/1993	\$0
LCT9603261	Sun Microsystems, Inc.	Sun Professional Services Agreement	3/13/1996	\$0
LCT9741005	Sun Microsystems, Inc.	Smcc Master Pre- Release License Agreement	3/26/1997	\$0
DIH0133169	Sun Microsystems, Inc.	Java Specification Participation Agreement	9/28/2000	\$0
NA	Sun Microsystems, Inc.	Sun Major Worldwide Agreement, Including Amendments or Addenda	7/1/2001	\$2,104.00
NA	Sun Microsystems, Inc.	Sun Major Worldwide Agreement, Including Amendments or Addenda	3/13/2006	\$0
NA	Sun Microsystems, Inc.	Sun Major Worldwide Agreement, Including Amendments or Addenda	1/1/1995	\$0
NA	Oracle Corporation	Software License and Services Agreement	5/31/1991	\$69,020.17



NA	Oracle Corporation	Software License and Services Agreement	11/1/2001	\$0
NA	Oracle Corporation Canada Inc.	Oracle License and Services Agreement	On or about 5/27/2009	\$0
NA	ATG	Dynamo Software License Agreement	3/31/1997	\$112,500.00
NA	Rightnow Technologies Inc.	IT Info Systems Agreement	3/2/2010	\$1,603.25
NA	Agile Software Corporation	Software License Agreement	2/9/2005	\$0
NA	PeopleSoft, Inc.	Software End User License and Services Agreement	12/31/1994	\$0
NA	Oracle Corporation	Network License Order Form	11/22/1996	\$63,578.04 <sup>4</sup>
NA	Sun Professional Services	Service Agreement	5/5/1996	\$0
NA	Oracle America, Inc.	Services Agreement	9/16/2011	\$0

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<sup>4</sup> For the avoidance of doubt, Kodak acknowledges that, in addition to payment of the specified Cure Amount for the Network License Order Form dated November 22, 1996, Kodak shall, in the ordinary course of business, pay the IP Counterparty the outstanding post-petition amounts owing under (a) invoice 42180996 in the amount of \$101,528.26 and (b) invoice 41624769 in the amount of \$320,916.72, which amounts Kodak asserts are not Cure Amounts.

## **EXHIBIT 2**

### **Assigned Contracts<sup>5</sup>**

<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
IMRS Operations Inc., d/b/a IMRS Inc.	IMRS Software License Agreement	6/30/1994
Hyperion Solutions Corporation	Hyperion Solutions Corporation Software License Agreement	5/31/1999
Oracle Support Services	Ordering Document (for Hyperion software license and support)	6/26/2012

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<sup>5</sup> For the avoidance of doubt, the Ordering Document between Oracle Support Services and Qualex Inc. dated December 8, 2008 is not an Assigned Contract, and the licenses thereunder are not being assigned by the Debtors to KPP Trustees Limited, as trustee for the Kodak Pension Plan of the United Kingdom, pursuant to the *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 Court on June 21, 2013 [Docket No. 4113].

**EXHIBIT E**

**Ricoh Company, Ltd. Stipulation**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

---

In re:

EASTMAN KODAK COMPANY, *et al.*,<sup>1</sup>

Debtors.

---

)  
) Chapter 11  
)

) Case No. 12-10202 (ALG)  
)

) (Jointly Administered)  
)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS AND RICOH COMPANY, LTD.**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Ricoh Company, Ltd. (“**IP Counterparty**”, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”) and the contract listed on Exhibit 2 hereto (the “**Expired or Terminated Contract**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);<sup>2</sup>

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143]

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

<sup>2</sup> All contracts listed in the exhibits attached hereto include all amendments, extensions, supplements and/or restatements.

(the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”);<sup>3</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395], in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts; and

WHEREAS, subject to the Court’s approval, in lieu of the procedures set forth in the Solicitation Procedures Order and to resolve any objections by the IP Counterparty to confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

### **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.
2. The recitals above are incorporated by reference.

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<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

3. To the best of the Parties' knowledge (with respect to the IP Counterparty, the employees with principal responsibility for these chapter 11 cases), the Stipulated Contracts represent the known executory contracts between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates) as of the date hereof.

4. The Expired or Terminated Contract has been expired or terminated in accordance with its terms and neither Party has any past or ongoing liability to the other Party in connection with such contract.

5. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the "**Bankruptcy Code**") and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.

6. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. The Reorganized Kodak will not assign any of the Assumed Contracts unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

7. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) no amount or other compensation, including any compensation for any actual pecuniary loss resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

8. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Stipulated Contract;

b. shall limit, restrict, prejudice, impair or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or

inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Stipulated Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors, which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or

c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Stipulated Contracts.

9. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 8 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 8 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

10. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the



implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.

11. Notwithstanding the provisions of the Plan, the IP Counterparty's rights to object to the reasonableness of the amount of the Disputed Claims Reserve when the Reorganized Debtors establish the Disputed Claims Reserve in accordance with Section 10.8 of the Plan are expressly reserved. The Debtors and the Reorganized Debtors will not make any distributions under the Plan on account of Class 4 or Class 6 Claims until the IP Counterparty's objections, if any, to the reasonableness of the amount of the Disputed Claims Reserve are resolved (either by order of the Court, after notice and a hearing, or by written agreement between the Parties).

12. For the avoidance of doubt, nothing in this Stipulation and Order shall affect the Parties' rights with respect to (i) the license agreement, dated May 1, 2002 between Kodak and the IP Counterparty, (ii) the Parties' rights and defenses in connection with the litigation captioned *Eastman Kodak Co. v. Ricoh Co., Ltd.*, 1:12-cv-03109-DLC-GWG (S.D.N.Y.), (iii) any proofs of claim filed by the IP Counterparty, including Claim Nos. 5087 and 5835, or objections thereto, or (iv) the Parties' rights and defenses in connection with the litigation captioned *Ricoh Co., Ltd. v. Eastman Kodak Co.*, Adv. Pro. No. 13-01332-ALG.

13. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the First Amended Plan or the

Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications and supplements are reserved.

14. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and to the assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

15. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

16. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and shall bind and inure to the benefit of the IP Counterparty and its permitted successors.

17. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

18. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the Expired or Terminated Contract, the assumption of the Assumed Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations,

correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

19. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

20. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
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Counsel to the Debtors and  
Debtors in Possession

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ Eric Winston

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Eric Winston (*admitted pro hac vice*)  
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-and-

David Eiseman (*admitted pro hac vice*)  
50 California Street, 22nd Floor  
San Francisco, California 94111  
Telephone: (415) 875-6600  
Facsimile: (415) 875-6700

Co-counsel for Creditors Ricoh Company, Ltd. and Ricoh Americas Corporation

SO ORDERED THIS \_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT 1**

### **Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
DIH0134447	Ricoh Company, Ltd.	License Agreement	5/1/2002	\$0
NA	Ricoh Americas Corporation	Sales Agreement	11/30/2009	\$0

## **EXHIBIT 2**

### **Expired or Terminated Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
LGQ200700001	Ricoh Company, Ltd.	Marketing Agreement - Digital Cameras	8/1/2004

**EXHIBIT F**

**Dai Nippon Printing Co., Ltd. Stipulation**

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK  
COMPANY, ITS AFFILIATED DEBTORS, AND DAI NIPPON PRINTING CO., LTD.**

This stipulation and agreed order (the “**Stipulation and Order**”) is made by and among Eastman Kodak Company (“**Kodak**”), its affiliated debtors and debtors in possession (together with Kodak, the “**Debtors**”) and Dai Nippon Printing Co., Ltd. (“**IP Counterparty**”, and together with the Debtors, the “**Parties**”), by and through their respective undersigned counsel.

**RECITALS**

WHEREAS, Kodak and the IP Counterparty are party to the contracts listed on Exhibit 1 hereto (each, an “**Assumed Contract**”), and the contracts listed on Exhibit 2 hereto (each, an “**Expired or Terminated Contract**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);<sup>2</sup>

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

<sup>2</sup> All contracts listed in the exhibits attached hereto include all amendments, extensions, supplements and/or restatements.



WHEREAS, Kodak and the IP Counterparty are also party to the contract listed on Exhibit 3 hereto (the “**Post-Petition Contract**”), which is not a Stipulated Contract;

WHEREAS, on June 24, 2013, the Debtors filed the *First Amended Chapter 11 Plan of Reorganization of Eastman Kodak Company and Its Affiliated Debtors* [Docket No. 4143] (the “**First Amended Plan**” and as may be amended, modified or supplemented from time to time, the “**Plan**”),<sup>3</sup>

WHEREAS, on June 26, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order approving, among other things, the disclosure statement and establishing procedures relating to the treatment of Executory Contracts and Unexpired Leases under the Plan [Docket No. 4167] (the “**Solicitation Procedures Order**”);

WHEREAS, on July 19, 2013, the Debtors filed the *First Notice of Proposed Assumption of Specified Contracts* [Docket No. 4395] and on July 30, 2013, filed the *Second Notice of Proposed Assumption of Specified Contracts* [Docket No. 4483], each in accordance with the procedures set forth in the Solicitation Procedures Order, regarding Kodak’s proposed assumption of, among others, the Assumed Contracts; and

WHEREAS, subject to the Court’s approval, in lieu of the procedures set forth in the Solicitation Procedures Order, and to resolve any objections by the IP Counterparty to confirmation of the Plan, the Parties have elected to resolve such issues on the terms set forth herein.

---

<sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein, the Parties stipulate and agree as follows:

1. This Stipulation and Order shall be effective when approved and entered by the Bankruptcy Court.

2. The recitals above are incorporated by reference.

3. To the best of the Parties' knowledge (with respect to the IP Counterparty, the employees with principal responsibility for these chapter 11 cases), the Stipulated Contracts and the Post-Petition Contract represent the known executory contracts between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates) as of the date hereof.

4. Pursuant to Section 8.8 of the Plan, each Reorganized Debtor will perform its obligations under the Post-Petition Contract in accordance with and subject to the terms of the Post-Petition Contract. Accordingly, the Post-Petition Contract will survive and remain unaffected by this Stipulation and Order or entry of the Confirmation Order.

5. Each of the Expired or Terminated Contract has been expired or terminated in accordance with its terms and neither Party has any past or ongoing liability to the other Party in connection with such contracts.

6. Pursuant to and in accordance with sections 365 and 1123(b)(2) under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 *et seq.*) (as amended, the "**Bankruptcy Code**") and the Plan, Kodak shall assume each Assumed Contract effective as of the Effective Date, and upon the Effective Date, each Assumed Contract shall vest in Reorganized Kodak in accordance with the terms of this Stipulation and Order.

7. Nothing in this Stipulation and Order, the Plan or the Confirmation Order permits the Debtors to assign any of the Assumed Contracts under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign any of the Assumed Contracts as part of the Plan confirmation unless such assignment is (i) approved by further order of the Bankruptcy Court and (ii) consistent with the existing terms of such Assumed Contract. Reorganized Kodak will not assign any of the Assumed Contracts or the Post-Petition Contract unless such assignment is consistent with the existing terms of such Assumed Contract or the Post-Petition Contract, respectively. To the extent that the Debtors seek to assign any of the Assumed Contracts or the Post-Petition Contract under section 363 or 365 of the Bankruptcy Code or in accordance with the existing terms of such Assumed Contract or the Post-Petition Contract, respectively, the IP Counterparty's rights and defenses with respect to such proposed assignment are reserved. The Debtors have no current intention to assign any of the Assumed Contracts as part of the Plan confirmation process.

8. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under each Assumed Contract within the meaning of section 365(b), (ii) no amount or other compensation, including any compensation for any actual pecuniary loss resulting from a default under such Assumed Contract, is required to be paid to the IP Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of any Assumed Contract, and (iii) the Debtors have provided adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code.

9. For the avoidance of doubt, except as set forth herein, nothing in the Plan or the Confirmation Order:

a. shall limit the application or effect of the (i) *Order Authorizing (A) The Sale Of Patent Assets Free And Clear Of Claims And Interests, (B) The License Of Patents, (C) The Assumption Of Patent Cross License Agreements With Fujifilm And (D) The Settlement Of Claims Related To Certain Patents*, entered by the Court on January 11, 2013 [Docket No. 2847] or (ii) *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 Court on June 21, 2013 [Docket No. 4113], in each case, as such orders relate to any Assumed Contract;

b. shall limit, restrict, prejudice, impair, or waive (i) any affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief (other than an affirmative defense, other defense, counter- or cross-complaint or complaint for declaratory relief based on ownership of property of the Debtors' Estates constituting intellectual property or inventorship or co-inventorship of any property of the Debtors' Estates constituting patents) in connection with any action, litigation or proceeding commenced or that may be commenced by or against the IP Counterparty, or (ii) any claims, rights, or remedies as to any of the IP Counterparty's intellectual property anywhere in the world that arise after the Effective Date, including in connection with the infringement of any such intellectual property. The foregoing shall not (i) amend, expand or otherwise alter any rights or remedies available to the IP Counterparty under any Assumed Contract or (ii) apply to any Administrative Claim or Claim in Classes 1, 2, 4, 7 or 8 that the IP Counterparty could have asserted against any of the Debtors,

which Claims shall be resolved and discharged on the Effective Date pursuant to and in accordance with the Plan and the terms set forth herein; or

c. shall limit, restrict, prejudice, impair or waive in any way any Party's rights, defenses or remedies after the Effective Date with respect to any provision of the Assumed Contracts or the Post-Petition Contract.

10. If the Debtors enter into a stipulation with any other counterparty to an intellectual property license agreement regarding the Debtors' proposed assumption of such license agreement and such stipulation expands the scope of the reservations of rights expressly set forth in paragraph 9 of this Stipulation and Order in a manner that is more favorable to such counterparty, the Debtors shall provide the IP Counterparty with a copy of such stipulation and the IP Counterparty may request in writing that paragraph 9 hereof be expanded to same extent with the Debtors' consent to such request not to be unreasonably withheld.

11. The Debtors agree to (i) include this Stipulation and Order in the Plan Supplement and (ii) insert language reasonably acceptable to the IP Counterparty in the Confirmation Order that provides that nothing in the Plan, the Confirmation Order or the implementation thereof shall modify, affect or otherwise override the terms of this Stipulation and Order.

12. This Stipulation and Order resolves any of the IP Counterparty's objections to the Plan and entry of the Confirmation Order. Subject to the terms hereof, the IP Counterparty agrees not to object to the Court's confirmation of the Plan and entry of the Confirmation Order, *provided* that the Debtors do not amend, modify, or supplement the First Amended Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify, or supplement the First Amended Plan or the

Confirmation Order in a manner adverse to the IP Counterparty, the IP Counterparty's rights to object to such amendments, modifications, and supplements are reserved.

13. This Stipulation and Order is entered into in order to resolve, settle and compromise any objections by the IP Counterparty to confirmation of the Plan and assumption of the Assumed Contracts between the Debtors and the IP Counterparty and to avoid the cost, expense, and effort of litigation associated with such objections, and shall not be construed as an admission of liability of any Party or an admission relating to the merits of any dispute. No statement made or action taken in the negotiation of this Stipulation and Order may be used by any Party for any purpose whatsoever.

14. Each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby.

15. This Stipulation and Order shall bind and inure to the benefit of the Debtors, the Reorganized Debtors and their permitted successors and assigns and shall bind and inure to the benefit of the IP Counterparty and its permitted successors and assigns.

16. The language used in this Stipulation and Order will be deemed to be the language chosen by the Parties to this Stipulation and Order to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

17. This Stipulation and Order contains all of the terms, conditions and representations and warranties agreed upon by the Parties relating to the Stipulated Contracts and any objections by the IP Counterparty to confirmation of the Plan and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications

of the Parties, oral or written, respecting such subject matter. This Stipulation and Order may not be amended except by written agreement executed by all Parties hereto.

18. This Stipulation and Order may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Stipulation and Order may be effected by means of an exchange of signatures via facsimile transmission, .pdf or other electronic transmission.

19. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation and Order.

*[ Remainder of page intentionally left blank ]*

IN WITNESS WHEREOF and in agreement herewith, by and through their counsel, the Parties have executed and delivered this Stipulation and Order as of the date first set forth below.

Dated: August 13, 2013  
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich  
Brian D. Glueckstein  
Michael H. Torkin  
Alexa J. Kranzley  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
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Telephone: (212) 558-4000  
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Counsel to the Debtors and  
Debtors in Possession

/s/ Alexandra Steinberg Barrage

Alexandra Steinberg Barrage  
MORRISON & FOERSTER LLP  
2000 Pennsylvania Avenue, NW  
Washington, DC 20006-1888  
Telephone: (202) 887-1552  
Facsimile: (202) 785-7525

Counsel to Dai Nippon Printing Co., Ltd.

SO ORDERED THIS \_\_\_\_\_ DAY OF AUGUST, 2013

\_\_\_\_\_  
HON. ALLAN L. GROPPER  
UNITED STATES BANKRUPTCY JUDGE



## **EXHIBIT 1**

### **Assumed Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>	<b><u>Cure Amount</u></b>
RPH0437323	Dai Nippon Printing Co., Ltd.	Patent Cross-License Agreement	4/20/2004	\$0
RPH0437339	Dai Nippon Printing Co., Ltd.	Development Agreement	6/30/2004	\$0
APS0640071	Dai Nippon Printing Co., Ltd.	Joint Development Agreement	8/1/2005	\$0

## **EXHIBIT 2**

### **Expired or Terminated Contracts**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
RPH9816910	Dai Nippon Printing Co., Ltd.	Patent Cross-License Agreement	6/1/1997
WFD9408261	Dai Nippon Printing Co., Ltd.	Prerecorded Photo CD Disc License Agreement	8/17/1994

**EXHIBIT 3**

**Post-Petition Contract**

<b><u>IP Manager File Number</u></b>	<b><u>Contract Counterparty</u></b>	<b><u>Contract</u></b>	<b><u>Date of Agreement</u></b>
20130604	Dai Nippon Printing Co., Ltd.	Agreement	1/1/2013