

EXHIBIT A

Canon Inc. Stipulation

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

In re:

EASTMAN KODAK COMPANY, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 12-10202 (ALG)
)

) (Jointly Administered)
)

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS, CANON INC., AND CANON U.S.A., 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**”), Canon Inc. and Canon U.S.A., Inc. (collectively, “**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 (the “**Expired or Terminated Contracts**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);²

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

² All 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**”);³

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

³ 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. Each Expired or Terminated Contract 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.

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 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 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.

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.

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 9, 2013
New York, New York

/s/ Andrew G. Dietderich

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Brian D. Glueckstein
Michael H. Torkin
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/s/ Monica Clark

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Counsel to Canon Inc. and Canon U.S.A.,
Inc.

SO ORDERED THIS ____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
NA	Canon U.S.A., Inc.	Agreement	April 11, 2007	\$0
NA	Canon U.S.A., Inc.	Supply Agreement	March 16, 2000	\$0
TML200700010	Canon Inc.	Agreement	November 1, 2006	\$4,446,338.22
N-D201300022	Canon Inc.	Patent License Agreement	January 27, 1999	\$0
RPH9817451	Canon Inc.	License Agreement	May 31, 1998	\$0
KDF9510093	Canon Inc.	Trademark License Agreement	September 28, 1995	\$0
89091408.1	Canon Inc.	License Agreement	November 22, 1991	\$0
CAN9405251	Canon Inc.	Non-Assertion Agreement	May 24, 1985	\$0
NA	Canon Electric Business Machines (H.K.) Co. Ltd.	Service Agreement	March 11, 2003	\$0
NA	Canon Information Systems, Inc.	Service Agreement	June 22, 1999	\$0
KDF9304231	Canon, Inc. 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	Canon, Inc. and others	Memorandum of Authorization relating to the Five Party Agreement between Canon, Inc., Minolta Camera Co., Ltd. and Nikon Corporation	1/18/1995	\$0
DIH9831791	Canon, Inc. and	Agreement	10/26/1998	\$0

	others	regarding Digital Print Order File Spec (Canon, Kodak, Fuji and MEI) and Supplemental Agreement, dated Jul. 17, 2000.		
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EXHIBIT 2

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
RPH9312271	Canon, Inc.	Letter of Intent re: Development Agreement	11/9/1993
KDF9502201	Canon, Inc.	Digital Camera Back	2/8/1995

EXHIBIT B

Hewlett Packard Company Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND HEWLETT-PACKARD COMPANY**

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 Hewlett-Packard Company (“**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 (the “**Expired or Terminated Contracts**” and together with the Assumed Contracts and the Non-365(n) Contracts, the “**Stipulated Contracts**”);²

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

² All 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 4 hereto (each, an “**Assigned Contract**”), which are not Stipulated Contracts.

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**”),³

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, 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

³ 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. 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 Assigned Contracts represent the known contracts between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates) as of the date hereof.

4. Each Expired or Terminated Contract 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. 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.

8. The IP Counterparty consents to the Kodak 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.

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. 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 9, 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

Dated: August 9, 2013
San Francisco, California

/s/ Ellen A. Friedman
Ellen A. Friedman
Stefanie A. Elkins (admitted *pro hac vice*)
FRIEDMAN & SPRINGWATER LLP
33 New Montgomery Street, Suite 290
San Francisco, California 94105
Telephone Number: (415) 834-3800
Facsimile Number: (415) 834-1044
Attorneys for Hewlett-Packard Company and
Hewlett-Packard Development Company, L.P.

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
MRP200800013	Hewlett-Packard Company	License Agreement with Wang	11/9/1984	\$0
HEW9405251	Hewlett-Packard Company	Standardized Mechanical Interface System (SMIF) License Agreement	6/18/1986	\$0
90011836.1	Hewlett-Packard Company	License Agreement	8/23/1988	\$0
88110331.1	Hewlett-Packard Company	Development and License Agreement for Printheads	9/29/1989	\$0
KDF9505241	Hewlett-Packard Company	Advanced Photo System Photofinishing Equipment License Agreement	4/26/1995	\$0
LGQ0538162	Hewlett-Packard Company	Digital Print Order File Specification Agreement (as evidenced by letter dated 9/27/2004)	9/6/2000	\$0
PCC0336483	Hewlett-Packard Company	Agreement to Identify and Distribute Intellectual Property Rights and Assets	6/25/2003	\$0
LGQ0538158	Hewlett-Packard Company	Joint Defense and NDA	10/4/2004	\$0
TML0538883	Hewlett-Packard Company	Patent License Agreement and Supplemental Understanding	1/1/2005	\$0
PCC200600003	Hewlett-Packard Company	Common Interest Agreement	4/1/2006	\$0
PCC200600007	Hewlett-Packard Company	Common Interest/Confidentiality Agreement Regarding the '802 Patent	6/26/2006	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0

NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	Purchase Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	HP (Dazel) Software License and Service Agreement	3/5/1997	\$0
NA	Hewlett-Packard Company (0036)	HP (Dazel) SW License and Service Agreement	5/1/2009	\$5,483.68
NA	Hewlett-Packard Company / Displaytech Incorporated	Supplemental Understanding Agreement Regarding OLED	12/3/2004	\$0

EXHIBIT 2

Non-365(n) Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
Hewlett-Packard Company (0036)	Purchase Agreement	4/6/1992
Hewlett-Packard Company (0036)	Purchase Agreement	9/5/2000

EXHIBIT 3

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
TML201300010	Hewlett-Packard Company	Letter Agreement regarding optical disc	12/19/1980
LCT9412051	Hewlett-Packard Company	Replication and Distribution Agreement	10/14/1994
RPH9606115	Hewlett-Packard Company	Development and Marketing Agreement	2/1/1996
RPH9606112	Hewlett-Packard Company	Patent License Agreement	3/24/1995
NA	Silverwire S.A.	Application Services & Software License Agreement	12/19/2003

EXHIBIT 4

Assigned Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
Hewlett-Packard HPES	Eastman Kodak Company Document Imaging Products and Services Software Assurances Agreement (United States and Canada)/Eastman Kodak Company Document Imaging Products Standard Maintenance and Software Assurance Services Terms and Conditions	
HP Enterprise Services	Eastman Kodak Company Document Imaging Products and Services Software Assurances Agreement (United States and Canada)/Eastman Kodak Company Document Imaging Products Standard Maintenance and Software Assurance Services Terms and Conditions	
Hewlett-Packard HPES	Care Kit Maintenance and Software Assurances Terms and Conditions	6/15/2011
Hewlett-Packard Photography Club	End User License Agreement with Eastman Kodak Company for Kodak DIGITAL ROC Professional Plug-In	

EXHIBIT C

International Business Machines Co. Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG
EASTMAN KODAK COMPANY, ITS AFFILIATED DEBTORS AND
INTERNATIONAL BUSINESS MACHINES 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 International Business Machines Corporation (“**IP Counterparty**”),² 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 contract listed on Exhibit 3 hereto (each, a “**365(n) Contract**”

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

² For purposes of this Stipulation, the term “IP Counterparty” means International Business Machines Corporation to the extent of its interests and claims with respect to the Debtor arising from or related to the Stipulated Contracts.

and together with the Assumed Contracts and the Non-365(n) Contracts, the “**Stipulated Contracts**”);³

WHEREAS, Kodak and the IP Counterparty are also party to the contracts listed on Exhibit 4 hereto (each, an “**Assigned Contract**”), which are not Stipulated Contracts;

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**”);⁴

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, 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 to cure the unpaid prepetition obligations under the Assumed Contracts (the

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

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

“**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 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 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.
4. 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.

5. 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 prepetition defaults under each Assumed Contract within the meaning of section 365(b), (ii) other than the Cure Amounts and any unpaid post-petition obligations, 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.

6. The IP Counterparty consents to the Kodak 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 following 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) Contracts.

7. The Parties stipulate that the IP Counterparty is a licensee of a right to intellectual property under the 365(n) Contracts. The IP Counterparty (a) consents to the

Debtors' rejection, as of the Effective Date, of each 365(n) Contract, pursuant to and in accordance with sections 365 and 1123(b)(2) of the Bankruptcy Code and the Plan and (b) elects to retain its rights (including a right to enforce any exclusivity provision of such 365(n) Contracts, but excluding any other right under applicable nonbankruptcy law to specific performance of such 365(n) Contracts) under such 365(n) Contracts and under any agreement supplementary to such 365(n) Contracts, to such intellectual property (including any embodiment of such intellectual property to the extent protected by applicable nonbankruptcy law), as such rights existed immediately before the Petition Date, for (i) the duration of such 365(n) Contracts, and (ii) any period for which such contract may be extended by the licensee as a right under applicable nonbankruptcy law.

8. The Debtors and the IP Counterparty shall comply with sections 365(n)(2)-(3) of the Bankruptcy Code with respect to each 365(n) Contract, unless otherwise agreed in writing by the Parties. The Parties stipulate that no royalties or other payment obligations are owed by the IP Counterparty to the Debtors under any 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, restrict or impair any of the IP Counterparty's rights under section 365(n) of the Bankruptcy Code in connection with the Debtors' rejection of each 365(n) Contract;

b. 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;

c. 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

d. 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. 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 11 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 11 hereof be expanded to the 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 12, 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/ Steven W. Meyer

Steven W. Meyer, Minn. #160313
Tyler K. Olson, Minn. #391350
OPPENHEIMER WOLFF & DONNELLY LLP
222 South Ninth Street
Suite 2000
Minneapolis, Minnesota 55402
Telephone: (612) 607-7000
Facsimile: (612) 607-7100

Counsel to International Business Machines
Corporation

SO ORDERED THIS ____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
RPH9505111	IBM	Joint Research and Development Agreement	4/10/1995	\$0
WFD9407201	IBM	License Agreement for Photo CD Write-Read Software	5/18/1994	\$0
IBM9405111	IBM	IBM/Kodak cross-license agreement	1/1/1985	\$0
JFR0437426	IBM	Development Agreement	8/20/2003	\$0
TML0538708	IBM	Participation Agreement for Color Management in Production Printing	11/4/2004	\$0
NA	IBM	Purchase Agreement	9/30/1996	\$0
NA	International Business Machines Co(0001)	Purchase Agreement	10/2/1989	\$267,216.05
NA	International Business Machines Co(0001)	Purchase Agreement	7/1/2000	\$0
NA	International Business Machines Co(0001)	Purchase Agreement	2/6/2002	\$0
NA	International Business Machines Co(0001)	Purchase Agreement	4/26/2007	\$0
RPH9606216	International Business Machines Corporation	Patent License Agreement	1/1/1990	\$0
MRP200800010	IBM	IBM/WANG Cross-License Agreement	1/1/1987	\$0

EXHIBIT 2

Non-365(n) Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
IBM	Purchase Agreement	8/26/1982
IBM	Purchase Agreement	9/19/1984
IBM	Purchase Agreement	5/22/1995
IBM	Purchase Agreement	4/21/1999
IBM	Purchase Agreement	9/29/1999
IBM	Purchase Agreement	12/4/2002
IBM	Purchase Agreement	5/5/2003
International Business Machines Co(0001)	Purchase Agreement	11/1/2004
International Business Machines Co(0001)	Purchase Agreement	5/26/2006

EXHIBIT 3

365(n) Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
LCT9310019	IBM	Software Vendor Loan Agreement	9/15/1993
88110253.1	IBM	Development Agreement with IBM for 1392 Printer Follow-on Products, APEX III and APEX MICR	12/18/1989

EXHIBIT 4

Assigned Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
International Business Machines Corporation	Technical Services Agreement	
International Business Machines Corporation	Solutions Engagement Agreement	April 25, 2008
International Business Machines Corporation	Master Statement of Work	May 8, 2008
International Business Machines Corporation	Customer Agreement	3/12/2009
International Business Machines Corp.	Standard Confidential Disclosure Agreement	8/25/2009
International Business Machines Corporation	Standard Confidential Disclosure Agreement	5/26/2009

EXHIBIT D

Imax Corporation Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND IMAX 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 IMAX Corporation (“**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**”);²

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]

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

² All 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**”);³

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.

³ 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. 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.

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 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.

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 9, 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/ Jennifer Madden

Jennifer Madden
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
155 N. Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 407-0983
Facsimile: (212) 827-9388

Counsel to IMAX Corporation

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
JBP0336402	IMAX Corporation	Development Agreement	4/21/2003	\$0
APS201100011	IMAX Corporation	License Agreement	7/18/2011	\$0
APS201100001	IMAX Corporation	Memorandum of Understanding related to Digital Cinema Laser Projector Patents and Technology	1/26/2011	\$0

EXHIBIT E

LG Display Co., Ltd. Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND LG DISPLAY 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 LG Display 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**”);²

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]

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

² All 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**”);³

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; 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.

³ 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 license agreement for OLED Structures, OLED Devices and OLED Materials, dated December 30, 2009 between Kodak and the IP Counterparty represents the known executory contract between any Debtor and the IP Counterparty (or their respective wholly owned and material affiliates) as of the date hereof.

4. Each Expired or Terminated Contract 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. 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.

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. 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 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 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.

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.

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 9, 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/ Menachem O. Zelmanovitz

Menachem O. Zelmanovitz
Patrick D. Fleming
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Telephone: (212) 309-6162
Facsimile: (212) 309-6001

Counsel to LG Display Co., Ltd.

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
PCP201000002	LG Display Co. Ltd.	License Agreement for OLED Structures, OLED Devices and OLED Materials	12/30/2009	\$0
N/A	LG Display Co, LTD.; LG Electronics Inc; LG Chem LTD; Global OLED Technology LLC	Asset Purchase Agreement	11/30/2009	\$0

EXHIBIT 2

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
RPH0640087	LG Philips LCD Co., Ltd.	OLED Technology Evaluation Agreement for LTPS Substrates	2/3/2006
RPH0640088	LG Philips LCD Co., Ltd.	Strategic Alliance Agreement	2/14/2006
RPH200600006	LG Philips LCD Co., Ltd.	OLED Technology Evaluation Agreement for Amorphous Silicon Substrates	8/28/2006

EXHIBIT F

LG Electronics Inc. Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND LG ELECTRONICS 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 LG Electronics 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**”);²

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]

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

² All 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**”);³

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; 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.

³ 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. 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.

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 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.

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 11, 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

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Counsel for LG Electronics Inc.

/s/ Samuel Cavior
Richard L. Epling
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Telephone: (212) 858-1000
Facsimile: (212) 858-1500

Counsel for LG Electronics Inc.

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
JFR0336642	LG Electronics Inc.	Digital Print Order File Specification Agreement	10/24/2003	\$0
PCP200800004	LG Electronics Inc.	Sales and Purchase Agreement for Roberts Patent License	10/21/2008	\$0
MRP201000002	LG Electronics Inc.	Patent License Agreement	11/30/2009	\$0
MRP201000003	LG Electronics Inc.	Settlement Agreement	11/30/2009	\$0
N/A	LG Display Co, LTD.; LG Electronics Inc.; LG Chem LTD; Global OLED Technology LLC	Asset Purchase Agreement	9/30/2009	\$0

EXHIBIT G

Nintendo Company Limited Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND NINTENDO 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 Nintendo 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 contract listed on Exhibit 1 hereto (the “**Assumed Contract**”);²

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]

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

² The contract listed on Exhibit 1 attached hereto includes 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**”);³

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 Contract; 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 Court.
2. The recitals above are incorporated by reference.

³ 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 Contract represents 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 the Assumed Contract effective as of the Effective Date, and upon the Effective Date, the 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 the Assumed Contract under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign the Assumed Contract unless such assignment is (i) approved by further order of the Court and (ii) consistent with the existing terms of such Assumed Contract. Reorganized Kodak will not assign the Assumed Contract unless such assignment is consistent with the existing terms of such Assumed Contract. To the extent that the Debtors seek to assign the Assumed Contract 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 the Assumed Contract as part of the Plan confirmation process.

6. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under the Assumed Contract within the meaning of section 365(b) of the Bankruptcy Code, (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 the 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 the 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 the 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 Contract.

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.

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 Contract 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 assumption of the Assumed Contract 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 9, 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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Counsel to the Debtors and
Debtors in Possession

/s/ James W. Burke

Jonathan P. Guy
James W. Burke
ORRICK, HERRINGTON
& SUTCLIFFE LLP
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Washington, D.C. 20005
Telephone: (202) 339-8400
Facsimile: (202) 339-8400

Counsel for Nintendo Co., Ltd.

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contract

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
MRP200900005	Nintendo Co., Ltd.	Patent License Agreement	4/5/2009	\$0

EXHIBIT H

Nokia Corporation Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND NOKIA 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 Nokia Corporation (“**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 “**Rejected Contract**”), and the contract listed on Exhibit 3 hereto (the “**Expired or Terminated Contract**” and together with the Assumed Contracts and the Rejected Contracts, the “**Stipulated Contracts**”);²

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

² All 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 4 hereto (each, an “**Assigned Contract**”), which are not Stipulated Contracts;

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**”),³

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:

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

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 Assigned Contracts represent the known executory contracts between any Debtor and the IP Counterparty as of the date hereof.

4. The Expired or Terminated Contract has 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 the Plan and 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 process 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 will not object to Kodak's rejection, as of the Effective Date, of each Rejected Contract pursuant to and in accordance with the Plan. To the extent the IP Counterparty has not already filed a Proof of Claim with respect to any claim for damages arising from or relating to the rejection of such Rejected Contract, the IP Counterparty shall have until thirty (30) days after the Effective Date to do so.

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.⁴

⁴ For the avoidance of doubt, nothing in this Stipulation and Order shall alter the terms of any Assumed Contract, including any provisions regarding rights to future payments.

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 Plan or the Confirmation Order in a manner adverse to the IP Counterparty. To the extent that the Debtors amend, modify or supplement the 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 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.

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.

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 12, 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
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Counsel to the Debtors and
Debtors in Possession

/s/ Jonathan T. Edwards
William S. Sugden
Jonathan T. Edwards
ALSTON & BIRD LLP
1201 W. Peachtree St.
Atlanta, Georgia 30309-3424
Telephone: (404) 881-7000
Facsimile: (404) 253-8235

Counsel to Nokia Corporation

SO ORDERED THIS ____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
DIH0336205	Nokia U.K. Ltd.	Digital Print Order File Specification Agreement	6/16/2003	\$0
PCP200800001	Nokia Corporation	Patent License Agreement	9/30/2008	\$0
PCP200800002	Nokia Corporation	Patent Assignment Agreement	9/30/2008	\$0

EXHIBIT 2

Rejected Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
PCP200800003	Nokia Corporation	Sensor Rebate Agreement	9/30/2008
TML201000002	Nokia Corporation	Amended & Restated Sensor Rebate Agreement	3/15/2010

EXHIBIT 3

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
JFR0336634	Nokia Corporation	MOU for Provision of Imaging Products and Services to Uses of Wireless Devices	9/12/2003

EXHIBIT 4

Assigned Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
Nokia Corporation	End User License Agreement with Eastman Kodak Company for Kodak Capture Software LITE	11/27/2009
Nokia Corporation	End User License Agreement with Eastman Kodak Company for Kodak Capture Software LITE	10/31/2008
Nokia Corporation	End User License Agreement with Eastman Kodak Company for Kodak DIGITAL ROC Professional Plug-In	
Nokia Corporation	End User License Agreement with Eastman Kodak Company for Kodak DIGITAL ROC Professional Plug-In	

EXHIBIT I

Seiko Epson Corporation Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND SEIKO EPSON 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 Seiko Epson Corporation (“**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 contract listed on Exhibit 1 hereto (the “**Assumed Contract**”);²

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]

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

² All 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**”);³

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 Contract; 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.

³ 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 Contract represents 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 the Assumed Contract effective as of the Effective Date, and upon the Effective Date, the 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 the Assumed Contract under section 363 or 365 of the Bankruptcy Code. The Debtors will not assign the Assumed Contract 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 the Assumed Contract. The Reorganized Kodak will not assign the Assumed Contract unless such assignment is consistent with the existing terms of the Assumed Contract. To the extent that the Debtors seek to assign the Assumed Contract 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 the Assumed Contract as part of the Plan confirmation process.

6. The IP Counterparty acknowledges and agrees that (i) the Debtors have cured all defaults under the 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 the Assumed Contract, is required to be paid to the IP

Counterparty by the Debtors or the Reorganized Debtors in connection with the assumption of the 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 the 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 the 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 Contract.

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.

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 Contract 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 shall bind and inure to the benefit of the IP Counterparty and its permitted successors.

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 assumption of the Assumed Contract 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 9, 2013
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
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Counsel to Seiko Epson Corp.

/s/ Xochitl S. Strohbehn

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Counsel to Seiko Epson Corp.

SO ORDERED THIS ____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contract

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
TML200700009	Seiko Epson Corporation/Epson Electronics America	Patent License Agreement	10/1/2006	\$0

EXHIBIT J

Sony Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND SONY CORPORATION AND SONY
ERICSSON MOBILE COMMUNICATIONS AB**

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 Sony Corporation and Sony Ericsson Mobile Communications AB (collectively, “**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 contract listed on Exhibit 2 hereto (the “**Non-365(n) Contract**”), and the contracts listed on Exhibit 3 hereto (each, an “**Expired or Terminated Contracts**” and together with the Assumed Contracts and the Non-365(n) Contract, the “**Stipulated Contracts**”);²

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

² All 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**”);³

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.

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

2. The recitals above are incorporated by reference.

3. Each Expired or Terminated Contact 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.

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. 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.

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 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.

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. 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.

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 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.

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.

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 9, 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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New York, New York 10004
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Counsel to the Debtors and
Debtors in Possession

/s/ Peter C. Toto

Peter C. Toto
Senior Vice President
Sony Corporation of America
1 Sony Drive
Park Ridge, New Jersey 07656
Telephone: (201) 930-6155
Facsimile: (201) 930-6854

Counsel to IP Counterparty

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
TML200700012	Sony Corporation	Patent Cross- License Agreement	12/27/2006	\$0
TML200700011	Sony Corporation	Settlement Agreement	12/27/2006	\$0
XXX200600002	Sony Corporation	Kodak Digital Science Reference SDK for the FlashPix Format with Right to Redistribute Executable Code License Agreement	7/10/1997	\$0
LGQ0538911	Sony Ericsson Mobile Communications AB	DPOF Specification Agreement	4/12/2005	\$0
TML200700013	Sony Ericsson Mobile Communications AB	Patent Cross- License Agreement	12/27/2006	\$0
TML200700014	Sony Ericsson Mobile Communications AB	Settlement Agreement	12/27/2006	\$0
93015263.1	Sony Corporation and others	Joint Licensing Agreement (Hitachi, Sony & Kodak)	1/7/1993	\$0

EXHIBIT 2

Non-365(n) Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
Sony Corporation (0002)	Purchase Agreement	6/25/2009

EXHIBIT 3

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
DPM9405201	Sony Corporation	Letter Agreement Regarding Liability for Costs for Tools for Manufacturing Thermal Media	4/28/1994
DPM9409221	Sony Corporation	Letter Agreement concerning Cross- License Negotiations	8/26/1994
AAB200700021	Sony Corporation	MOU regarding wireless data transmission technology	11/30/2007

EXHIBIT K

Motorola Mobility LLC Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND MOTOROLA MOBILITY LLC**

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 Motorola Mobility LLC (formerly, Motorola Mobility, 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**”);²

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]

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

² All 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**”);³

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; 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.

³ 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. 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.

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 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.

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 12, 2013
New York, New York

/s/ Andrew G. Dietderich

Andrew G. Dietderich
Brian D. Glueckstein
Michael H. Torkin
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/s/ Maria A. Diakoumakis

Michael Stolarski
Richard M. Bendix
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Facsimile: (312) 876-1155
Counsel to Motorola Mobility LLC

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts¹

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
TML200800015	Motorola Inc.	Amended and Restated Patent Cross License Agreement	9/30/2008	\$0
TML200800014	Motorola Inc.	Termination, Release & Relationship Wrap-Up Agreement	9/30/2008	\$0

¹ On January 4, 2011, Motorola Mobility, Inc. (now Motorola Mobility LLC) was separated from Motorola, Inc. (now Motorola Solutions, Inc.). Any reference to “Motorola, Inc.” in this exhibit shall include Motorola Mobility LLC as its successor-in-interest.

EXHIBIT L

Intel Corporation Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND INTEL 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 Intel Corporation (“**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, a “**365(n) Contract**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);²

WHEREAS, Kodak and the IP Counterparty are also party to the contracts listed on Exhibit 3 hereto (each, an “**Assigned Contract**”), which are not Stipulated Contracts;

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

² All 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**”);³

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.

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

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 and the Assigned 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. 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. The Parties stipulate that the IP Counterparty is a licensee of a right to intellectual property under the 365(n) Contracts. The IP Counterparty (a) consents to the Debtors' rejection, as of the Effective Date, of each 365(n) Contract, pursuant to and in accordance with sections 365 and 1123(b)(2) of the Bankruptcy Code and the Plan and (b) elects to retain its rights (including a right to enforce any exclusivity provision of such 365(n) Contracts, but excluding any other right under applicable nonbankruptcy law to specific performance of such 365(n) Contracts) under such 365(n) Contracts and under any agreement supplementary to such 365(n) Contracts, to such intellectual property (including any embodiment of such intellectual property to the extent protected by applicable nonbankruptcy law), as such rights existed immediately before the Petition Date, for (i) the duration of such 365(n) Contracts, and (ii) any period for which such contract may be extended by the licensee as a right under applicable nonbankruptcy law.

8. The Debtors and the IP Counterparty shall comply with sections 365(n)(2)-(3) of the Bankruptcy Code with respect to each 365(n) Contract, unless otherwise agreed in writing by the Parties.

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

a. shall limit, restrict or impair any of the IP Counterparty's rights under section 365(n) of the Bankruptcy Code in connection with the Debtors' rejection of each 365(n) Contract;

b. 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;

c. 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

d. 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. 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.

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 12, 2013
New York, New York

/s/ Andrew G. Dietderich

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

/s/ G. Larry Engel

G. Larry Engel
Vincent J. Novak
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San Francisco, CA 94105
Telephone: (415) 268-7000
Facsimile: (415) 268-7522

Counsel to Intel Corporation

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
91063396.1	Intel Corporation	Agreement	6/29/1992	\$0
DIH9817331	Intel Corporation	Patent Cross License Agreement	On or about 4/30/1998	\$0
NA	Intel Corporation (0001)	U.S. Perpetual Software License Agreement	6/28/2001	\$0
NA	Intel Corporation	McAfee Customer Reference Program Agreement	1/22/2002	\$0
NA	Intel Corporation	Product Order Form	6/25/2007	\$0

EXHIBIT 2

365(n) Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
TML201300012	Intel Corporation	Patent License Agreement	10/29/1982
TML201200018	Intel Corporation	License & Marketing Agreement re digital imaging	4/28/1998
TML201200019	Intel Corporation	Digitization Agreement - Kodak / Intel / Qualex Agreement	4/28/1998
DIH9817332	Intel Corporation	Collaborative Development and License Agreement for Digital Image Capture Products	On or about 4/30/1998
TML201200020	Intel Corporation	Amended and Restated License and Marketing Agreement	1/1/1999
PCC0436999	Intel Corporation	Restricted Use License Agreement	11/17/2003

EXHIBIT 3

Assigned Contracts

<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
Intel Corporation	Standard Confidential Disclosure Agreement	8/21/2008
Intel Corporation	Standard Confidential Disclosure Agreement	10/7/2011

EXHIBIT M

Fujifilm Corporation Stipulation

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

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

**STIPULATION AND ORDER BY AND AMONG EASTMAN KODAK
COMPANY, ITS AFFILIATED DEBTORS AND FUJIFILM 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 Fujifilm Corporation (“**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 (the “**Expired or Terminated Contracts**” and together with the Assumed Contracts, the “**Stipulated Contracts**”);²

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]

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

² All 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**”),³

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, 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 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:

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

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. Each Expired or Terminated Contract 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.

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 unless such assignment is (i) approved by 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 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 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 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.

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.

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 12, 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/ Douglas S. Mintz

Douglas S. Mintz
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Washington, DC 20005-1706
Telephone: (202)-339-8518
Facsimile: (202)-339-8500
Counsel to Fujifilm Corporation

SO ORDERED THIS _____ DAY OF AUGUST, 2013

HON. ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Assumed Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>	<u>Cure Amount</u>
CFR0336318	Fuji Frontiers, Fuji Photo Film Canada Inc.	Agreement regarding Interface Specs of Fuji Frontier & Kodak Picture Maker	6/17/2003	\$0
WFD9772901	Fuji Magne Disk Company Limited	Prerecorded Photo Cd Disc License	7/14/1997	\$0
XXX9306120	Fuji Photo Film Co., Ltd.	Patent License Agreement	9/28/1983	\$0
FUJ9405232	Fuji Photo Film Co., Ltd.	Agreement related to patent license and exchange Agreement	7/1/1987	\$0
86000205	Fuji Photo Film Co., Ltd.	B&W Settlement Agreement	5/26/1988	\$0
90092631.1	Fuji Photo Film Co., Ltd.	Letter Agreement to Dr. Shingo Oue	6/20/1990	\$0
RAL9307291	Fuji Photo Film Co., Ltd.	Film-With-Lens Patent License Agreement	7/27/1993	\$0
KDF9408111	Fuji Photo Film Co., Ltd.	Patent Interest Assignment	3/15/1994	\$0
KDF9408122	Fuji Photo Film Co., Ltd.	Assignment of Patent Rights	3/15/1994	\$0
RAL9404181	Fuji Photo Film Co., Ltd.	B&W Settlement Agreement	4/11/1994	\$0
KDF9503163	Fuji Photo Film Co., Ltd.	Memorandum of Authorization	4/28/1994	\$0
RAL9505036	Fuji Photo Film Co., Ltd.	Broad Cross-License Agreement	4/21/1995	\$0
RAL9508094	Fuji Photo Film Co., Ltd.	Interference Settlement And License Agreement	7/21/1995	\$0
KDF9510091	Fuji Photo Film Co., Ltd.	Trademark License Agreement	9/28/1995	\$0
KDF9510094	Fuji Photo Film Co., Ltd.	License Agreement	9/28/1995	\$0

DAH9607261	Fuji Photo Film Co., Ltd.	Interference Settlement and Licence Agreement	6/17/1996	\$0
KDF9701222	Fuji Photo Film Co., Ltd.	Joint Development Agreement for Advanced Photo Systems products	11/7/1996	\$0
CFR0133859	Fuji Photo Film Co., Ltd.	Cross License Agreement	1/1/1998	\$0
CFR0133858	Fuji Photo Film Co., Ltd.	Settlement and License Agreement regarding Fuji patents.	1/1/1998	\$0
CFR0068155	Fuji Photo Film Co., Ltd.	Joint Development Agreement regarding silver halide storage	6/14/2000	\$0
CFR0538067	Fuji Photo Film Co., Ltd.	Settlement and License Agreement regarding Fuji patents	1/1/2001	\$0
CFR0235551	Fuji Photo Film Co., Ltd.	License Agreement	1/1/2001	\$0
CFR0437439	Fuji Photo Film Co., Ltd.	2nd Broad Cross-License Agreement	1/1/2002	\$103,680.00
CFE0437440	Fuji Photo Film Co., Ltd.	Cross License Agreement regarding Silver Halide Color Photography	1/1/2004	\$0
CFR0437438	Fuji Photo Film Co., Ltd.	Cross License Agreement in connection with technical work under 6/14/00 Joint Development Agreement	4/1/2004	\$0
CFR0538424	Fuji Photo Film Co., Ltd.	COS License Agreement	5/24/2004	\$0
CFR0538424	Fuji Photo Film Co., Ltd.	Memorandum of Authorization related to COS	5/24/2004	\$0

		Agreements		
APS0539099	Fuji Photo Film Co., Ltd.	Joint Development Agreement together with Extension # 1	7/20/2004	\$0
KDF9304231	Fuji Photo Film Co., Ltd.	Agreement related to Five-Party Advanced Photo System Agreement	11/18/1991	\$0
KDF9304232	Fuji Photo Film Co., Ltd. and others	Five-Party Agreement between Canon, Inc., Minolta Camera Co., Ltd. and Nikon Corporation regarding Advanced Photo System	11/18/1991	\$0
KDF9503162	Fuji Photo Film Co., Ltd. and others	Memorandum of Authorization related to Five-Party Advanced Photo System Agreement	1/18/1995	\$0
DIH9831791	Fuji Photo Film Co., Ltd. and others	Agreement regarding Digital Print Order File Spec (Canon, Kodak, Fuji and MEI) and Supplemental Agreement, dated Jul. 17, 2000.	10/26/1998	\$0
APS200800001	Fujifilm Corporation	Final Settlement Agreement regarding ADA patent	12/1/2007	\$0
APS200800018	Fujifilm Corporation	Agreement regarding EverPlay System Spec. Admin.	3/10/2008	\$0
APS0539099	Fuji Photo Film Co., Ltd. and others	PASS Joint Development Agreement (includes Konica	7/20/2004	\$0

		Minolta)		
NA	FUJIFILM Manufacturing U.S.A., Inc	Sales Agreement	4/28/2010	\$0
NA	FUJIFILM Manufacturing U.S.A., Inc.	Sales Agreement	5/18/2010	\$0
NA	FUJIFILM North America Corporation	Sales Agreement	6/3/2011	\$0
NA	FUJIFILM North America Corporation	Sales Agreement	8/3/2011	\$0

EXHIBIT 2

Expired or Terminated Contracts

<u>IP Manager File Number</u>	<u>Contract Counterparty</u>	<u>Contract</u>	<u>Date of Agreement</u>
TML201300008	Fuji Photo Film Co., Ltd.	Patent License Agreement	1/1/1985
LGQ0437964	Fuji Photo Film Co., Ltd.	Sales and Have Made License Agreement	9/17/2004