

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "**Agreement**") is entered into as of March 13, 2013 by and between (a) Eastman Kodak Company, a corporation organized under the laws of the State of New Jersey ("**Kodak**"), (b) Rousselot Inc., formerly known as Rousselot Holdings Inc., a corporation organized under the laws of the State of Delaware ("**Rousselot Inc.**"), and (c) Rousselot Peabody Inc., formerly known as Eastman Gelatine Corporation, a corporation organized under the laws of the State of Massachusetts ("**Rousselot Peabody**" and, together with Rousselot Inc., "**Rousselot**"). Collectively, Kodak, Rousselot Inc. and Rousselot Peabody shall be referred to as the "**Parties**".

RECITALS

WHEREAS, Kodak and Rousselot Inc. entered into a Stock Purchase and Sale Agreement dated as of December 22, 2011 (the "**SPA**"), pursuant to which Rousselot Inc. acquired from Kodak all of the issued and outstanding shares of Rousselot Peabody at a closing on December 30, 2011;

WHEREAS, Kodak and Rousselot Peabody entered into a Gelatin Supply Agreement dated as of December 30, 2011, pursuant to which Rousselot Peabody agreed to sell, and Kodak agreed to buy, certain quantities of gelatin products (the "**GSA**" and, together with the SPA, the "**Contracts**");

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

WHEREAS, Rousselot Inc. filed the Motion of Rousselot Inc. for Order Declaring its Right to Recoup Amounts Owed By Eastman Kodak Company Under the Stock Purchase and Sale Agreement for Eastman Gelatine Corporation, and for Relief from the Automatic Stay to Allow Setoffs [Docket No. 2449] and related papers in the Kodak Bankruptcy on November 28, 2012 (the "**Motion**");

WHEREAS, pursuant to letters dated December 7, 2012 and February 12, 2013, the Parties agreed to adjourn the Motion and defer certain obligations that were or would become due; and

WHEREAS, the Parties wish to resolve and stipulate to certain outstanding claims and disputes under the Contracts in this Agreement;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, but subject to the approval of the Bankruptcy Court, Kodak, Rousselot Inc. and Rousselot Peabody hereby agree as follows:

AGREED TERMS

1. Payments and Allowed Claims by Kodak. (a) Kodak shall make the following payments to Rousselot (the "**Settlement Payments**") within five (5) business days of the Effective Date (defined below):

- (i) Kodak shall pay to Rousselot Peabody an amount of \$697,781, which is the amount set forth in Rousselot Peabody's proof of 503(b)(9) administrative expense claim no. 1417 filed against Kodak in the Kodak Bankruptcy, and such claim shall be deemed allowed in such amount; and
- (ii) Kodak shall pay to Rousselot Peabody an amount of \$142,319.69, which represents that portion of Rousselot Peabody's proof of claim no. 4770 filed against Kodak in the Kodak Bankruptcy for so-called "misdirected funds", which is entitled to administrative expense treatment, and which portion is hereby reclassified and allowed as an administrative expense claim.

(b) Kodak shall allow as a general unsecured claim in the Kodak Bankruptcy the remainder of Rousselot Peabody's claim no. 4770 for the "misdirected funds" in the amount of \$368,459.20.

2. Claims Waived and Released by Kodak. Except as otherwise expressly provided herein, Kodak hereby releases the Rousselot Release Parties (as defined below) from any liability with respect to any of the following obligations or matters, and waives any right Kodak may have to any claims relating thereto:

- (i) the purchase price instalment in the amount \$1,000,000 that was due to Kodak on December 30, 2012 under Section 2.2(b) of the SPA;
- (ii) all remaining purchase price instalments, in the aggregate amount of \$5,000,000, due to Kodak under Section 2.2(b) of the SPA, and all other amounts, if any, owing to Kodak by Rousselot Inc. under the SPA;
- (iii) any "true-up" amount that may be owing to Kodak pursuant to Section 4.2(d) of the GSA for the six-month period ending December 31, 2012;

- (iv) any and all avoidance actions under chapter 5 of the Bankruptcy Code; and
- (v) any and all other claims and causes of action of any kind and nature, with the exception of those preserved in Section 5 of this Agreement.

3. Claims Waived and Released by Rousselot. Except as otherwise expressly provided herein, Rousselot hereby releases the Kodak Release Parties (as defined below) from any liability with respect to any of the following obligations or matters, and waives any right Rousselot may have to any claims relating thereto:

- (i) the Working Capital Deficiency (as defined in the SPA) owing by Kodak to Rousselot pursuant to Section 2.6 of the SPA;
- (ii) the Actual Volume Price Adjustment (as defined in the GSA) for calendar year 2012 owing by Kodak to Rousselot Peabody pursuant to Section 4.5 of the GSA;
- (iii) any and all claims set forth in proof of claim no. 5325 filed by Rousselot Inc. against Kodak in the Kodak Bankruptcy for \$1,092,723 plus two unliquidated claims discussed in the attachment thereto, except to the extent that such claims are otherwise treated elsewhere in this Agreement;
- (iv) any and all claims set forth in proof of claim no. 4771 filed by Rousselot Peabody against Kodak in the Kodak Bankruptcy for amounts that are undetermined, plus those that are contingent and unliquidated, except to the extent that such claims are otherwise treated elsewhere in this Agreement; and
- (v) any and all other claims and causes of action of any kind and nature, with the exception of those preserved in Section 6 of this Agreement.

4. Amendment and Waiver of Proofs of Claim With Prejudice. Within five (5) business days following the Effective Date (as defined below), Rousselot shall amend proof of claim no. 4770 and withdraw proofs of claim nos. 4771 and 5325 with prejudice to reflect the terms set forth herein. The amended claim and notices of withdrawal shall be substantially in the form as attached hereto as Exhibit B. The amended proof of claim filed in accordance with this Agreement shall be allowed as filed.

5. Rousselot Inc. and Rousselot Peabody Release by Kodak. Except as otherwise provided herein, Kodak, on behalf of itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, affiliates and assigns, and its shareholders, and successors in interest, and each of them (collectively,

the "**Kodak Release Parties**"), hereby releases and discharges each of Rousselot Inc. and Rousselot Peabody, together with each of their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, affiliates and assigns and each of their shareholders, and successors in interest, and each of them (collectively, the "**Rousselot Release Parties**"), from all known and unknown claims, liabilities, obligations, damages, actions, causes of action, suits, costs, losses, which Kodak has, or may have had, against the Rousselot Release Parties for any acts or omissions related to or arising from the Contracts, with the exception of any obligations of Rousselot Inc. and Rousselot Peabody arising under Sections 8.0, 10.0, 11.0, and 14.0 of the GSA, this Agreement, and the Amended and Restated GSA attached as Exhibit A (the "**Amended and Restated GSA**").

6. Kodak Release Parties Release by Rousselot Inc. and Rousselot Peabody. Except as otherwise provided herein, the Rousselot Release Parties hereby release and discharge the Kodak Release Parties from all known and unknown claims, liabilities, obligations, damages, actions, causes of action, suits, costs, losses, which the Rousselot Release Parties have, or may have had, against the Kodak Release Parties for any acts or omissions related to or arising from the Contracts, with the exception of any obligations of Kodak for payment of open invoices for Gelatin Products purchased under the GSA or any obligations of Kodak arising under Sections 7.0, 8.0 and 12.0 of the GSA, this Agreement and the Amended and Restated GSA.

7. Amendment to the GSA. On the date hereof, the Parties shall enter into the Amended and Restated GSA in the form of Exhibit A, which shall become effective on the Effective Date. For the avoidance of doubt, all Shipments of gelatin on or after the Effective Date shall be made pursuant to the Amended and Restated GSA.

8. Acknowledgment of Settlement. The Parties acknowledge that (i) the consideration set forth in this Agreement, which includes, but is not limited to, the Settlement Payments and allowed claims described in Section 1 and the waivers described in Sections 2 and 3, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, as broadly described in the releases in Sections 5 and 6, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party, as broadly described in the releases in Sections 5 and 6 above, for any acts or omissions up to and including the Effective Date.

9. Withdrawal of Rousselot's Motion. Rousselot Inc. shall withdraw with prejudice and without costs, as soon as practicable after the Effective Date, the Motion.

10. Effectiveness; Required Bankruptcy Court Approval. This Agreement, including the Amended and Restated GSA, will not become effective until approved by the Bankruptcy Court. If the Bankruptcy Court shall not approve the terms and conditions

of this Agreement, including the Amended and Restated GSA, by no later than April 30, 2013 (the "**Outside Date**"), this Agreement and the Amended and Restated GSA shall become null and void *ab initio* without any action required on the part of any of the Parties. Kodak agrees that it will expeditiously seek an order of the Bankruptcy Court approving this Agreement, and that it will also seek that such order be effective immediately notwithstanding any stay provided by any of the Federal Rules of Bankruptcy Procedure. Kodak's application to approve this Agreement and the proposed order of the Bankruptcy Court approving this Agreement shall be subject to Rousselot's prior approval, which shall not be unreasonably withheld.

11. Confidentiality of Pricing Provisions of Amended and Restated GSA. The Parties expressly understand and agree that the pricing provisions of the Amended and Restated GSA contain confidential commercial information within the meaning of section 107(b) of the Bankruptcy Code and Rule 9018 of the Federal Rules of Bankruptcy Procedure, and such provisions shall remain confidential, shall be filed under seal with the Bankruptcy Court in accordance with the procedures of the Bankruptcy Code for such purpose and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and board of directors, and except as required by law or order of court. Notwithstanding the foregoing sentence, Kodak may disclose such confidential provisions to its secured lenders, any official committee in the Kodak Bankruptcy, and/or any prospective buyer(s) in connection with a sale of one or more of its businesses, provided that prior to such disclosure the entity to whom such disclosure is made is legally bound not to disclose such information to any other third party whatsoever, except such entity's counsel, accountants, financial advisors, tax professions retained by them, and any federal, state, or local government taxing or regulatory authority, and such entity's members, officers and boards of directors, and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom such party has disclosed information about this Agreement in accordance with this section. Nothing contained in this section shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise

prohibited by law; and (b) and, to the extent possible, shall not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

12. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates. Moreover, the persons and entities referred to in Sections 5 and 6 who are not Parties are third-party beneficiaries of this Agreement.

13. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

14. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

15. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

16. Governing Law; Submission to Jurisdiction; Selection of Forum. This Agreement will be governed by and construed in accordance with the Bankruptcy Code and the laws of the State of New York without regard to its principles of choice of law or conflicts of law. Each Party agrees that for so long as the Bankruptcy Court is exercising jurisdiction in the Kodak Bankruptcy, it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement in the Bankruptcy Court; and that thereafter, it will bring any action or proceeding in respect of any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, exclusively in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County (the

"Chosen Courts") and, solely in connection with claims arising out of or related to this Agreement, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection or claim to laying venue in any such action or proceeding in the Chosen Courts, and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party. Each Party hereby waives any and all rights to demand a trial by jury in any such action or proceeding. Each Party hereby acknowledges that this is a commercial transaction, that the foregoing provisions for consent to jurisdiction and service of process have been read, understood and voluntarily agreed to by such Party and that by agreeing to such provisions such Party is waiving important legal rights.

17. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Parties. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Parties or by the other Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise. The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided herein.

18. Assignment. Subject to the following sentence, no party may assign the Amended and Restated GSA without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Kodak shall be entitled to assign the Amended and Restated GSA, in whole or in part, to one or more assignees, and Rousselot shall not withhold its consent to such assignment, if (i) the assignee(s) provide(s) to Rousselot Peabody adequate assurance of future performance of the Amended and Restated GSA (as determined by the Bankruptcy Court, if the Amended and Restated GSA is assigned during the Kodak Bankruptcy), which adequate assurance shall include the ability to pay in full all invoices then owing by Kodak to Rousselot Peabody by their respective due dates, and (ii) Kodak or the assignee(s) assume(s) responsibility to pay in full all invoices then owing by Kodak to Rousselot Peabody by their respective due dates. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect.

19. Modification. This Agreement may be modified only in a writing signed by the Party to be charged with such modification. Without limiting the generality of the foregoing sentence, the Outside Date may be modified only in a writing signed by all Parties.

20. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

22. Effective Date. The terms of the Agreement will be effective as of the first business day following the entry of an order of the Bankruptcy Court approving this Agreement, provided that (i) such entry occurs on or before the Outside Date, and (ii) such order is not stayed (the "**Effective Date**").

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

EASTMAN KODAK COMPANY

By: 

Its: Senior Vice President

ROUSSELOT INC.

By: _____

Its: _____

ROUSSELOT PEABODY INC.

By: _____

Its: _____

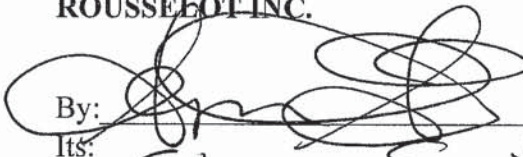
[Signature Page to Settlement Agreement and Release]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

EASTMAN KODAK COMPANY

By: _____
Its:

ROUSSELOT INC.

By: 
Its: Stephen Smith

ROUSSELOT PEABODY INC.

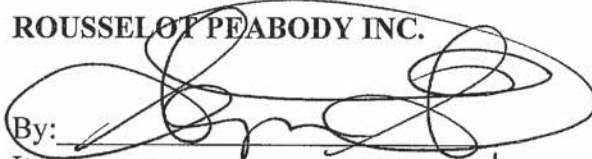
By: 
Its: Stephen Smith

Exhibit A

Amended and Restated GSA

Eastman Kodak Company

and

Rousselot Peabody Inc.

and

Rousselot Inc.

**Amended and Restated
Gelatin Supply Agreement**

March 13, 2013

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APPENDIX I – Example of Tier 1 Price Adjustment and True-Up

THIS AMENDED AND RESTATED GELATIN SUPPLY AGREEMENT, dated March 13, 2013, is made and entered into by and between:

Eastman Kodak Company, a corporation organized under the Laws of New Jersey, having its principal office at 343 State Street, Rochester, New York 14650, U.S.A. (herein "Kodak"); and

Rousselot Peabody Inc., a corporation organized under the Laws of Massachusetts, having its principal office at 227 Washington Street, Peabody, MA 01960, U.S.A. (herein "Supplier").

Rousselot Inc., formerly known as Rousselot Holdings Inc., a corporation organized under the laws of the State of Delaware, having its principal office at 1231 S. Rochester Street, Suite 250, Mukwonago, WI 53149, U.S.A.

WHEREAS, Kodak and Supplier entered into a Gelatin Supply Agreement dated as of December 30, 2011 (the "Existing Agreement");

WHEREAS, Kodak and its affiliated debtors filed voluntary petitions with the U.S. Bankruptcy Court, Southern District of New York (the "Bankruptcy Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and the chapter 11 cases of Kodak and its affiliated debtors are jointly administered under case no. 12-10202 (ALG) (the "Kodak Bankruptcy"), and Kodak has remained in possession of its property and continues to operate its business as a debtor in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code, and Kodak is contemplating divesting certain business units that currently use the Gelatin Product supplied under the Existing Agreement; and

WHEREAS, the Parties hereto wish to amend and restate the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, but subject to the approval of the Bankruptcy Court, the parties agree that the Existing Agreement is hereby amended and restated in its entirety as follows:

1.0 Definitions

- 1.1 "Actual Purchases" means, for any calendar year, the aggregate actual number of kilograms of Gelatin Products Shipped to Kodak during such calendar year.
- 1.2 RESERVED.
- 1.3 "Adjustment Dates" has the meaning set forth in Section 4.2.
- 1.4 "Adjustment True-Up Date" has the meaning set forth in Section 4.2(e).
- 1.5 "Affiliate" means, with respect to any person, any subsidiary, any parent, and any other person which directly or indirectly controls, is controlled by or is under common control with such person, whether through the ownership of securities, by contract or otherwise. "Control" means the ability to direct the policy or operations of an entity, directly or indirectly, and shall

be presumed in the case of ownership of more than fifty percent (50%) of the voting interests of the entity.

1.6 RESERVED.

1.7 "Agreement" means this Amended and Restated Gelatin Supply Agreement and the Appendices hereto.

1.8 "Appendix" means an appendix to this Agreement as the same may be amended from time to time.

1.9 "A Product" means a Gelatin Product designated as an A Product in Appendix F.

1.10 "Base Price" means, for each Pricing Item, the amount set forth on Appendix D with respect to such Pricing Item in the column captioned "Base Price".

1.11 "Baseline Actual Amount" means, for each Baseline Item, [REDACTED]

1.12 "Baseline Amount" means, for each Baseline Item, the amount set forth on Appendix D with respect to such Baseline Item in the column captioned "Baseline/Index Amount".

1.13 "Baseline Item" means the following cost or credit items set forth on Appendix D: [REDACTED] and "Baseline Items" means such cost and credit items collectively.

1.14 "Baseline Projected Amount" means, for each Baseline Item, [REDACTED]

1.15 "B Product" means a Gelatin Product designated as a B Product in Appendix F.

1.16 "Confidential Information" means the terms and conditions of this Agreement, and confidential information a party ("Recipient") may receive from the other party ("Discloser") in the course of performance under this Agreement that (i) is clearly designated in writing by Discloser as confidential at the time of disclosure, (ii) is declared confidential by Discloser at the time of disclosure and confirmed in writing to Recipient within thirty (30) days after disclosure, or (iii) under the circumstances surrounding disclosure Recipient knows, or ought reasonably to know that the information is intended by Discloser to be Confidential Information of Discloser; provided that Kodak's Confidential Information shall be deemed to include the Kodak Product IP.

1.17 "Core CPI" means the consumer price index designated CPI-U U.S. City average (all items less food and energy) as reported by the Bureau of Labor Statistics.

1.18 "Delivery" means the delivery and receipt of Gelatin Product at its final destination as set forth in the applicable purchase order, and "Deliver" and "Delivered" shall have correlative meanings.

- 1.19 "Delivery Date" means the date scheduled for Gelatin Product to be Delivered as set forth in the applicable purchase order.
- 1.20 "FCA" means Free Carrier as defined in INCOTERMS.
- 1.21 "FCA Point of Departure" means (i) FCA (Peabody Facility) for Shipments from the Peabody Facility to Eastman Business Park, Rochester, NY, (ii) FCA (Port or Terminal of Departure) for Shipments from the Peabody Facility to Kodak Limited in Harrow, United Kingdom, (iii) FCA (Port or Terminal of Departure) for Shipments from the ISS Facility to Eastman Business Park, Rochester, NY, and (iv) FCA (ISS Facility) for Shipments from the ISS Facility to Kodak Limited in Harrow, United Kingdom.
- 1.22 "Final Tier 1 Price" has the meaning set forth in Section 4.2(d).
- 1.23 "Force Majeure" has the meaning set forth in Section 19.1.
- 1.24 RESERVED.
- 1.25 RESERVED.
- 1.26 "Gelatin Product" means any gelatin product listed in Appendix F, or added thereto, which is to be sold to Kodak or its Affiliates under this Agreement.
- 1.27 "Guaranteed Minimum Annual Percentage" shall have the meaning set forth in Section 3.1.
- 1.28 RESERVED.
- 1.29 "INCOTERMS" means Incoterms (2010), the rules for the interpretation of trade terms as published by the International Chamber of Commerce in September 2010.
- 1.30 "Index Amount" means, for each Index Item, the amount set forth on Appendix D with respect to such Index Item in the column captioned "Baseline/Index Amount".
- 1.31 "Index Item" means each of the following cost items set forth on Appendix D: [REDACTED] and "Index Items" means such cost items collectively.
- 1.32 "Initial Term" shall have the meaning set forth in Section 2.2.
- 1.33 "Intellectual Property Agreement" means the Intellectual Property Agreement between Kodak and Supplier dated December 30, 2011.
- 1.34 "Interim Tier 1 Price" has the meaning set forth in Section 4.2(d).
- 1.35 "ISS Facility" has the meaning set forth in Section 6.3.
- 1.36 "Kodak" has the meaning set forth in the Preamble.
- 1.37 "Kodak Limited" means Kodak Limited, a corporation organized under the Laws of England.
- 1.38 "Kodak Product IP" has the meaning given to that term in the Intellectual Property Agreement.
- 1.39 "Law" means any law, statute, code, ordinance, rule, regulation, order, judgment or decree promulgated by any foreign, United States, state or local government or any agencies or instrumentalities thereof, including those related to the environment, health, safety, chemical control or transport.

- 1.40 "List Price" has the meaning set forth in Section 4.1.
- 1.41 "Margin Factor" means [REDACTED]
- 1.42 "Non-Conformity Notice Period" means, with respect to any Gelatin Product purchased pursuant to this Agreement, ninety (90) days from the Delivery of such Gelatin Product.
- 1.43 "Peabody Facility" means the land and buildings in Peabody, Massachusetts owned and operated by Supplier.
- 1.44 "Pricing Item" means each Baseline Item and Index Item and "Pricing Items" means the Baseline Items and Index Items collectively.
- 1.45 RESERVED.
- 1.46 "Qualified Third Party Gelatin" means gelatin product purchased by Kodak from another source where such gelatin product was ordered by Kodak from Supplier in accordance with the terms of this Agreement where (i) Supplier wrongfully rejects such order, or (ii) Supplier is unable to cause the Delivery of such Gelatin Product in accordance with the requirements of such order.
- 1.47 RESERVED.
- 1.48 "Renewal Term" has the meaning set forth in Section 2.2.
- 1.49 RESERVED.
- 1.50 "Rolling Horizon Plan" means Kodak's reasonable estimate of the aggregate number of kilograms of each Gelatin Product to be purchased by Kodak for each of the subsequent twelve (12) calendar months.
- 1.51 "Rousselot ISS" means Rousselot Isle Sur la Sorge S.A.S., a corporation organized under the laws of France.
- 1.52 "Shipment Date" means the date on which Supplier Ships Gelatin Product.
- 1.53 "Shipped" means the transfer of possession of Gelatin Product to a carrier with appropriate Delivery instructions at the relevant FCA Point of Departure, and "Ship" and "Shipment" shall have correlative meanings.
- 1.54 "Shipping Lead Time" means (i) one (1) day for Gelatin Product to be Delivered to Eastman Business Park, Rochester NY or (ii) seventeen (17) days for Gelatin Product to be Delivered to Kodak Limited in Harrow, United Kingdom.
- 1.55 "Specifications" means the detailed Gelatin Product and packaging specifications set forth in Appendix A, as may be amended.
- 1.56 RESERVED.
- 1.57 "Supplier" has the meaning set forth in the Preamble.
- 1.58 "Term" means, collectively, the Initial Term and any Renewal Terms.
- 1.59 "Three Month Firm Commitment" has the meaning set forth in Section 5.1.
- 1.60 "Tier 1 Price" has the meaning set forth in Section 4.2.

- 1.61 "Tier 2 Price" has the meaning set forth in Section 4.3.
- 1.62 "Tier 3 Price" has the meaning set forth in Section 4.3.
- 1.63 "Tier 1 Price Adjustment Amount" has the meaning set forth in Section 4.2.
- 1.64 "Tier 1 Product" means a Gelatin Product having a price tier of 1 as set forth on Appendix F.
- 1.65 "Tier 2 Product" means a Gelatin Product having a price tier of 2 as set forth on Appendix F.
- 1.66 "Tier 3 Product" means a Gelatin Product having a price tier of 3 as set forth on Appendix F.
- 1.67 "2013 Volume Premium" has the meaning set forth in Section 4.4.

2.0 Term and Scope of Agreement

- 2.1 Kodak agrees to purchase from Supplier, and Supplier agrees to sell to Kodak, the Gelatin Products in accordance with the terms and conditions of this Agreement and the Appendices referenced herein. Supplier shall manufacture the Gelatin Products at the Peabody Facility, except as otherwise permitted by Section 6.3.
- 2.2 This Agreement shall commence on the Effective Date (as defined in Section 21.1) and shall remain in effect through December 31, 2017 (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, the "Renewal Term"), unless either party provides, in its sole discretion, written notice of non-renewal at least twelve (12) months prior to the expiration of the Initial Term or the then current Renewal Term. The terms and conditions hereof will remain the same during any Renewal Term.

3.0 Quantities

- 3.2 Within thirty (30) days after the Effective Date of this Agreement, Kodak shall deliver to Supplier its good faith estimate of the quantities of Tier 1, Tier 2 and Tier 3 Products Kodak currently expects to order in calendar years 2014 and 2015. Such forecasts shall be in addition to and not in substitution of the monthly Rolling Horizon Plan that Kodak shall deliver to Supplier pursuant to Section 5.1.
- 3.3 Prior to purchasing any Gelatin Product from another source, Kodak shall give notice thereof to Supplier. Nothing in this Agreement shall be construed to limit Kodak from accrediting another source for the purchase of Gelatin Products.

4.0 Prices

- 4.1 Subject to adjustment as provided in this Agreement, the list price per kilogram as of the Effective Date of this Agreement for each Gelatin Product at FCA Point of Departure is set forth on Appendix C (the "List Price").

4.2

(a)

(b)

(c)

(d)



(e)



4.3



4.4



[REDACTED]

4.5 RESERVED.

4.6 RESERVED.

4.7

[REDACTED]

Supplier shall provide to Kodak all amounts determined or calculated by Seller pursuant to this Section 4.7, together with reasonable documentation supporting its calculations, no later than the date by which Supplier must make such determination or calculation. Kodak shall have a period of thirty (30) days after delivery of any amounts and supporting documentation to present in writing to Supplier any objections that Kodak may have to the amounts, which writing shall set forth in reasonable detail the specific objections and basis therefor that Kodak may have. If no objections are so presented by Kodak within such 30-day period, the amounts provided by Supplier shall be deemed accepted by Kodak. If Kodak shall make any such objections as provided above, Kodak and Supplier shall negotiate in good faith to resolve such dispute. If any matters in dispute cannot be finally resolved in good faith by Kodak and Supplier during the sixty (60) days after the delivery of such objections, then either party may pursue a judicial determination of such matters.

4.8 Kodak or Supplier shall pay to the other any amounts due under Section 4.2(d) within thirty (30) days after such amounts have been finally accepted by Kodak or otherwise resolved pursuant to Section 4.7, and, if any matter is being disputed, the portion of any amount due that is not affected by such disputed matter shall be paid during such period. Supplier shall have the right to apply any amount required to be paid by Supplier to Kodak pursuant to this Section 4.8 to satisfy any undisputed past due amounts then owed by Kodak. Kodak shall have the right, but not the obligation, to set-off against any amounts owed by Kodak to Supplier under this Agreement any amount required to be paid by Supplier to Kodak pursuant to this Section 4.8.

5.0 Ordering Procedures

5.1 The Rolling Horizon Plan delivered by Kodak pursuant to the Existing Agreement in effect on the Effective Date of this Agreement shall serve as the Rolling Horizon Plan under this Agreement for the remainder of the calendar month in which the Effective Date occurs. No later than ten (10) calendar days before the beginning of the first full calendar month commencing after the Effective Date of this Agreement and of each calendar month thereafter, Kodak shall provide Supplier with an updated Rolling Horizon Plan. The aggregate volume of

Gelatin Products indicated for each of the first three months of a Rolling Horizon Plan shall constitute a firm commitment by Kodak to take Delivery of such volume of Gelatin Products during each of such months (the "Three Month Firm Commitment"). With respect to the first month of each Rolling Horizon Plan, Kodak shall also be obligated to take Delivery of the specific quantities of each Gelatin Product indicated in the Rolling Horizon Plan for such month.

- 5.2 Each purchase and Delivery of Gelatin Products shall be made pursuant to a purchase order issued in writing by Kodak and delivered electronically to Supplier. Each purchase order shall be dated and numbered and shall specify (a) the type and quantity of Gelatin Product ordered, (b) the Delivery Date or Dates which, for Deliveries to Kodak Limited's facility in Harrow, England, shall be no more frequent than once per week, and (c) the destination for Delivery, which shall be either Eastman Business Park, Rochester, New York or Kodak Limited's facility in Harrow, England. Purchase orders for B Products shall be issued to Supplier not less than thirty-one (31) days (or forty-seven (47) days in the case of B Products to be Delivered to Kodak Limited's facility in Harrow, England) in advance of the specified Delivery Date. Purchase orders for A Products shall be issued to Supplier not less than eleven (11) days (or twenty-seven (27) days in the case of A Products to be Delivered to Kodak Limited's facility in Harrow, England) in advance of the specified Delivery Date. Each such purchase order shall be acknowledged and accepted or rejected in writing within five (5) business days, in the case of a B Product, and two (2) business days, in the case of an A Product, of receipt of such purchase order by Supplier. Unless expressly rejected in writing within such time frame, failure to acknowledge and accept shall be deemed to be acknowledgment and acceptance by Supplier of such purchase order. Supplier shall not reject any purchase order for Gelatin Products if (i) the quantity of such Gelatin Product specified to be Delivered does not exceed the volume for such Gelatin Product indicated in the applicable Three Month Firm Commitment for the month in which such Gelatin Product is specified to be Delivered, taking into account quantities of such Gelatin Product already ordered for such month, and (ii) the purchase order otherwise satisfies the requirements of this Section 5.2. Supplier shall use commercially reasonable efforts to fulfill any purchase order for Gelatin Products that exceeds the volume for such Gelatin Product for such month as indicated in the applicable Three Month Firm Commitment and agrees to accept such purchase order to the extent that Supplier can fulfill it.
- 5.3 If Supplier has not Shipped, or believes it will not be able to Ship, Gelatin Product on the day that precedes the scheduled Delivery Date by the Shipping Lead Time, except as may be caused by Force Majeure, Supplier shall so inform Kodak and the parties will discuss appropriate means of expediting shipment of the affected Gelatin Product. If necessary, Supplier will make arrangements to air-freight the affected Gelatin Product, the cost of which shall be borne by Supplier to the extent that it exceeds the regular freight charges that would otherwise have been paid by Kodak.
- 5.4 In addition to its other rights and remedies, Kodak shall have the right to cancel any portion of a purchase order for which the specified Gelatin Product quantity has not been Delivered within thirty (30) days after its scheduled Delivery Date, unless (a) Supplier is prevented by reasons of Force Majeure, (b) Kodak provides prior written authorization to Supplier to cause

Delivery of such Gelatin Product after such date or (c) Supplier has Shipped the Gelatin Product on the day that precedes such date by the Shipping Lead Time.

- 5.5 Notwithstanding anything to the contrary in this Agreement, Supplier shall have no liability under this Agreement for Gelatin Product that is not Delivered on the scheduled Delivery Date if such Gelatin Product was Shipped by Supplier on or before the day that precedes the scheduled Delivery Date by the Shipping Lead Time.
- 5.6 Kodak Limited may purchase Gelatin Product under this Agreement by issuing purchase orders to Supplier in accordance with this Agreement. All terms and conditions of this Agreement shall apply to any such purchase orders submitted by Kodak Limited, and Kodak shall be jointly and severally liable with Kodak Limited for all obligations of Kodak Limited arising from such purchase order. For purposes of Sections 3 and 4 of this Agreement, and for purposes of any other Sections of this Agreement except where the context otherwise requires, purchases by Kodak Limited shall be treated as purchases by Kodak
- 5.7 Requirements for all Tier 2 and Tier 3 Products will be consolidated into no more than one purchase per year, which purchase order shall be subject to a minimum volume for all Tier 2 and Tier 3 Products cumulatively to be no less than 1,400 kilograms.

6.0 Delivery and Shipping

- 6.1 Supplier shall arrange for common carriers to effect Deliveries and shall notify any such carrier when any ordered Gelatin Product is available for pick-up. Freight bill payment for shipping charges shall be freight collect, direct bill to Kodak.
- 6.2 Gelatin Product delivery terms from the Peabody Facility and title and risk of loss shall transfer to Kodak FCA (Point of Departure).
- 6.3 If the plant of Supplier's Affiliate, Rousselot ISS, in Isle Sur la Sorge, France (the "ISS Facility") has been re-certified by Kodak as contemplated by Section 9.2, Supplier may, upon prior written notice to Kodak, satisfy orders for certified Gelatin Product by manufacturing such Gelatin Product at the ISS Facility and Shipping such Gelatin Product from the ISS Facility; provided, that, if the freight cost for such Shipment exceeds the freight cost for such Shipment from the Peabody Facility, Supplier shall reimburse Kodak for the difference between the freight cost for such Shipment and the freight cost for such Shipment from the Peabody Facility. In the case of Shipments from the ISS Facility, delivery terms and title and risk of loss to such Gelatin Product shall transfer to Kodak FCA (Point of Departure). Supplier and Kodak agree to negotiate in good faith the Shipping Lead Time for Gelatin Products to be Shipped from the ISS Facility. Unless authorized by Kodak, satisfaction of an order through the ISS Facility shall not extend any required Delivery Date for any Gelatin Product supplied through the ISS Facility. All Gelatin Product supplied through the ISS Facility that is Shipped will constitute Actual Purchases to the same extent as if such Gelatin Product was supplied through the Peabody Facility.

7.0 Invoices and Payment Terms

- 7.1 All payments under this Agreement shall be in United States Dollars.

- 7.2 Kodak shall pay invoices received from Supplier that have been issued for any Gelatin Product purchased hereunder within (i) thirty (30) calendar days from the date of the invoice for such Gelatin Product Shipped to Kodak Limited's facility in Harrow, England, and (ii) fifteen (15) calendar days from the date of the invoice for such Gelatin Product Shipped to Eastman Business Park, Rochester, New York. Kodak shall make such payments by electronic funds transfer to such bank account as separately notified by Supplier, which bank account must be in the United States. Supplier agrees to participate in the ECO Outlook system (or any similar successor system) and Supplier shall not be obligated to pay any fee for such participation.
- 7.3 Supplier shall not invoice Kodak for Gelatin Product prior to Shipment. Supplier shall not invoice Kodak more frequently than once per week; provided, Supplier may invoice Kodak on a daily basis so long as Supplier participates in the ECO Outlook system (or any similar successor system). Supplier shall not invoice Kodak, and shall have no right to otherwise charge Kodak, for Gelatin Product with respect to which Supplier has not invoiced Kodak within one year following the Shipment of such Gelatin Product.
- 7.4 Supplier's invoices shall be in writing and shall contain the following information:
- (a) Kodak's complete purchase order number;
 - (b) Kodak's item numbers;
 - (c) A complete description of all Gelatin Product being invoiced; and
 - (d) The quantity of and the amount due for all Gelatin Products being invoiced.
- 7.5 Kodak may dispute all or any portion of an invoice by giving written notice thereof to Supplier either before or after payment of such invoice. Kodak shall not be in default under this Agreement for not paying any invoice to the extent that Kodak is disputing such invoice in good faith.

8.0 Inspection and Acceptance of Gelatin Product

- 8.1 Kodak shall notify Supplier if any Gelatin Product does not meet the Specifications or is defective in materials or workmanship. Such notice shall specify in reasonable detail evidence supporting such claim of non-conformity or defect. Failure to report any such non-conformity or defect of Gelatin Product within the Non-Conformity Notice Period shall be deemed acceptance by Kodak of such Gelatin Product. At Kodak's request, Supplier shall Ship conforming replacement Gelatin Product as promptly as practicable but in any case within two (2) days of receipt of notice from Kodak under this Section 8.1 with respect to A Products or fifteen (15) days of receipt of notice from Kodak under this Section 8.1 in the case of B Products. Such replacement Gelatin Product shall be Shipped in the manner requested by Kodak, and Kodak shall pay the freight charges with respect thereto subject to its right to reimbursement under Section 8.2(i). Supplier shall not invoice Kodak for such replacement Gelatin Product until the process contemplated by Section 8.2 has been completed.
- 8.2 If Kodak notifies Supplier within the Non-Conformity Notice Period that the Gelatin Product does not meet the Specifications or is defective in materials or workmanship, Supplier shall notify Kodak within twenty (20) days after receipt of such notice whether Supplier agrees or disagrees with Kodak's determination.

- (i) If Supplier agrees with Kodak's determination, (A) if Kodak requests replacement Gelatin Product, (1) Supplier shall reimburse Kodak for all freight charges for the replacement Gelatin Product to the destination of the original Shipment, (2) Supplier shall not invoice Kodak for the replacement Gelatin Product and (3) Kodak shall pay any amount due for the defective Gelatin Product, or (B) if Kodak does not request replacement Gelatin Product, (1) if Kodak has already paid for the defective Gelatin Product, Supplier will issue Kodak a credit note in the amount of the purchase price paid for such Gelatin Product, which credit note shall, at Kodak's direction, be applied to other obligations of Kodak under this Agreement or refunded to Kodak within five (5) days after Kodak gives direction, and (2) if Kodak has not paid for the defective Gelatin Product, Supplier shall cancel the unpaid invoice with respect thereto.
- (ii) If Supplier does not agree with Kodak's determination, the parties shall attempt to reach a mutually acceptable resolution. If they are unable to do so with fifteen (15) days, the matter will be submitted to an independent testing laboratory acceptable to both parties. Both parties will accept the results of the independent laboratory. The cost of the independent testing will be borne by the party whose position is in error. If the Gelatin Product in question is found to meet the Specifications and not to be defective in materials or workmanship, Kodak shall pay for the Gelatin Product. If the Gelatin Product in question is found not to meet the Specifications or to be defective in materials or workmanship, Section 8.2(i) shall apply.

9.0 Supplier Capacity/Back-Up Facility

- 9.1 During the Term of this Agreement, Supplier agrees to meet and discuss with Kodak, upon Kodak's reasonable request, how Supplier will prevent, mitigate the effects of, and recover from, any accident or event that might threaten the ability of Supplier to produce or Ship Gelatin Products to Kodak, including accidents or events that might occur within Supplier's supply chain.
- 9.2 Kodak shall, upon the written request of Supplier, use commercially reasonable efforts with Supplier and Supplier's Affiliate Rousselot ISS to re-certify the ISS Facility so that the ISS Facility may also supply under this Agreement those Gelatin Products with respect to which it has previously been certified to supply to Kodak. Supplier does not have the intention for the re-certification of the ISS Facility to adversely affect the employees of the Peabody Facility. Supplier agrees to reimburse Kodak for the reasonable fully burdened costs Kodak incurs in connection with the re-certification of the ISS Facility (which shall include both internal and out-of-pocket costs), up to a maximum amount of One Hundred Thousand Dollars (\$100,000). Supplier shall reimburse Kodak within ten (10) days after receipt of a request for reimbursement from Kodak which is accompanied by supporting documentation evidencing such costs.

10.0 Quality Assurance

- 10.1 Supplier shall establish or maintain process control and testing procedures that shall be no less stringent than those used to maintain the high standards of quality for Gelatin Products in effect at the Peabody Facility on the date hereof or, if a Gelatin Product was not manufactured

at the Peabody Facility prior to the date hereof, for the Gelatin Products that are most nearly similar in design and features.

- 10.2 In order to ensure conformity to the Specifications, Supplier will inspect and, where applicable, test Gelatin Products prior to Shipment, which inspection and testing shall be conducted in substantially the same manner as inspection and testing was conducted at the Peabody Facility immediately prior to the date of the Existing Agreement, subject to such changes as Kodak and Supplier may mutually agree. Supplier shall provide Kodak with a certificate of analysis with each Shipment of Gelatin Products.
- 10.3 Throughout the Term, Kodak's authorized representatives may conduct reasonable audits of the Peabody Facility and once it has been certified as contemplated by this Agreement, the ISS Facility. Such audits will be arranged and take place at such times as are mutually agreed of the parties. Supplier shall provide Kodak with access to its facilities, quality procedures, records, and regulatory submissions in order to permit Kodak to assess Supplier's performance under this Agreement, provided that (i) Kodak's authorized third-party representatives shall enter into appropriate non-disclosure agreements, and (ii) Kodak shall exercise reasonable efforts to minimize any disruption to Supplier's operations in connection therewith. Supplier shall also provide Kodak with copies of specific third-party invoices or expenses upon request and at Kodak's expense.
- 10.4 Supplier shall maintain during the Term supply records and samples for each production lot, including batch records and records of quality control tests. These records and samples shall substantiate and verify Gelatin Product manufactured, Gelatin Product analyses and quality control tests, and shall include all records as provided in the Specifications. The records and samples will be retained for no less than one (1) year after the date of production. If Supplier decides to dispose of any such records after such period, Supplier shall offer Kodak to take possession of such records at Kodak's expense.

11.0 Supplier Representations and Product Warranty

- 11.1 Supplier warrants and represents to Kodak that
 - (i) all Gelatin Products produced by Supplier or Rousselot ISS and Shipped to Kodak under this Agreement shall conform to the Specifications;
 - (ii) each of Supplier and Rousselot ISS shall comply in all material respects with all legal requirements that govern its obligations under this Agreement, except where the failure to so comply would not have a material effect on the performance of Supplier or Rousselot ISS under this Agreement; and
 - (iii) Supplier or Rousselot ISS, as applicable, shall have title, free of any liens or encumbrances, to all Gelatin Products Shipped to Kodak hereunder.
- 11.2 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN SECTION 11.1, SUPPLIER IS MAKING NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GELATIN PRODUCT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, EVEN IF KODAK'S INTENDED USE OF THE GELATIN PRODUCT IS KNOWN TO SUPPLIER.

12.0 Kodak Representation

Kodak warrants and represents to Supplier that, as of the date of the Existing Agreement, Supplier was in compliance with the Kodak Health, Safety and Environmental Performance Standard, located at <http://www.kodak.com/go/hsesupplierstandard>, in effect on such date.

13.0 Changes in Gelatin Products

- 13.1 Supplier shall not, without obtaining the prior written consent of Kodak, implement any changes to any factors (including but not limited to change of manufacturing site (other than as permitted by Section 6.3), raw material supplier or manufacturing process) that could reasonably affect in any material respect the quality, appearance, performance, form, fit or function of the Gelatin Product. Supplier acknowledges that Kodak's consent to any proposed change may be conditioned on Supplier complying with the change management process attached hereto as Appendix E.
- 13.2 Kodak shall notify Supplier in writing if it desires to propose any new gelatin product. Promptly following the giving of such notice, Kodak and Supplier shall in good faith evaluate whether to proceed with the development of such new gelatin product. The parties shall mutually agree on the price of any such new gelatin product, which shall be priced in a manner consistent with the then current pricing for similar gelatin products. Subject to the prior reasonable approval of the other party, such proposed change will be accepted and the appropriate Appendices will be updated.

14.0 Restrictions on Use of Specifications; Confidentiality

- 14.1 Upon the expiration or termination of this Agreement, Supplier's right to use the Kodak Product IP pursuant to the Intellectual Property Agreement will terminate and Supplier will immediately upon such termination stop using the Kodak Product IP. Nothing in this Agreement shall be construed so as to prevent Supplier from using at any time Buyer IP (as defined in the Intellectual Property Agreement).
- 14.2 Supplier shall not at any time (either during the Term or following expiration or termination of this Agreement) sell or offer to sell to third parties any gelatin product having specifications identical to the Specifications for any of the Gelatin Products produced under this Agreement; provided, however, that Supplier and any Affiliate thereof shall be free to manufacture and sell to third parties gelatin product with the same or similar specifications as the Specifications for any Gelatin Product produced under this Agreement if (i) Supplier or any Affiliate thereof had already developed such specifications prior to the date hereof, or (ii) such specifications are independently supplied to Supplier or such Affiliate by a third party and such third party is legally in possession of such specifications and is not bound by a duty of confidentiality with respect thereto.

- 14.3 During the Term and for a period of five (5) years following expiration or termination of this Agreement (or, in the case of the Kodak Product IP, during the Term and at all times following expiration or termination of this Agreement), Recipient shall: (i) not disclose Confidential Information of the Discloser except to its employees, contractors and subsidiaries who have a need to know and who are bound by confidentiality obligations substantially similar to those herein, and (ii) use Confidential Information of Discloser only in connection with the purposes specified in this Agreement. Recipient shall protect the Confidential Information of Discloser against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information of a like nature. This Agreement imposes no obligation upon Recipient with respect to information that: (a) is not disclosed in the course of performance under this Agreement; (b) is now or later becomes a matter of public knowledge through no fault of Recipient; (c) corresponds in substance to information heretofore or hereafter furnished to Recipient by third parties as a matter of right without restriction on disclosure; (d) Recipient had in its possession, prior to the first receipt hereof, directly or indirectly, from Discloser; or (e) is independently developed by Recipient without reference to or use of Confidential Information. Upon Discloser's written request following expiration or termination of this Agreement, Recipient shall take commercially reasonable efforts to return or destroy, and confirm such destruction in writing to Discloser, all Confidential Information received hereunder, except that Recipient may retain a copy of such Confidential Information for archival purposes.

15.0 Employee Notices

The Supplier shall comply with all employee notice provisions required by Title 29 of the Code of Federal Regulations, Part 471, which regulations are incorporated herein by reference.

16.0 Notices

All notices required or permitted hereunder shall be in writing and may be delivered by hand or sent by certified mail, return receipt requested, or by reputable courier service with proof of delivery, as follows:

Notice to Kodak: Eastman Kodak Company
343 State Street
Rochester, NY 14650
Telephone No.: (585) 724-4000
Attention: General Counsel

With a copy (which shall not constitute notice) to:

Eastman Kodak Company
2400 Mt. Read Blvd
Rochester, NY 14650-3017
Telephone No.: (585) 724-4000
Attention: Purchasing Director

Notice to Supplier: Rousselot Peabody Inc.
1231 South Rochester Street, Suite 250
Mukwonago WI 53149
Telephone No.: (262) 363-6060
Attention: Larry Jeske

With a copy (which shall not constitute notice) to:

Rousselot Inc.
1231 S. Rochester Street
Mukwonago, WI 53149
Telephone No.: (262) 363-6055
Attention: Stephen Smith

Notice to Rousselot Inc.: Rousselot Inc.
1231 S. Rochester Street
Mukwonago, WI 53149
Telephone No.: (262) 363-6055
Attention: Stephen Smith

or to such other address or addresses as either party may hereafter designate in writing by like notice. The effective date of any notice provided hereunder shall be the date of its receipt.

17.0 Termination

- 17.1 Either party may terminate this Agreement (and any purchase order or confirmation hereunder) upon written notice to the other in the event a breach by the other party of any material term or condition of this Agreement and the failure to cure such breach within thirty (30) days after receipt of written notice thereof, or if such breach cannot be remedied within thirty (30) days, the breaching party has failed within thirty (30) days of notice thereof to adopt a plan to correct such breach and diligently carry out such plan. This Agreement may also be terminated in accordance with the provisions of Section 19.1.
- 17.2 During the Term of this Agreement and for a period of ninety (90) days after the expiration or termination of this Agreement, Supplier shall provide reasonable cooperation and assistance to Kodak (and any third party identified by Kodak) in implementing those measures which are necessary to minimize, so far as possible, any disruption to Kodak (including disruption affecting Kodak's customers in relation with the Gelatin Products), as a result of termination or expiration of this Agreement. Kodak shall reimburse Supplier for documented reasonable fully burdened costs (which shall include both internal and out-of-pocket costs) reasonably incurred by Supplier in connection with any such cooperation and assistance specifically requested by Kodak in writing. Upon termination or expiration of this Agreement for any reason, Kodak shall have the right to submit a final order for up to twenty-five percent (25%) of the Actual Purchases of Gelatin Product in the last calendar year of the Initial Term, not including the volume of such final order. Supplier agrees to use commercially reasonable efforts to fulfill this final order; provided, if any obligations of Kodak under this Agreement are then past due

Supplier may condition its fulfillment of such final order on prepayment for the Gelatin Product covered by such final order.

- 17.3 The provisions contained in Section 14.2 will survive the expiration or termination of this Agreement.

18.0 Conflicts in Documentation

In case of any conflicts on the same subject between this Agreement and any purchase orders, correspondence and other documents forming part of any order for Gelatin Product placed by or for Kodak during the term of this Agreement, this Agreement shall govern and prevail, and the conflicting terms and conditions of any such documents shall be deemed deleted and shall not be binding upon either party insofar as they relate to this Agreement. In the event of a conflict, the following order of precedence shall govern: (i) amendments to this Agreement, (ii) this Agreement, (iii) Appendices; and (iv) purchase orders under this Agreement.

19.0 Miscellaneous

- 19.1 **Force Majeure.** No failure or omission by the parties hereto in the performance of any obligation of this Agreement, other than an obligation to pay money, shall be deemed a breach of this Agreement nor shall it create any liability, if the same shall arise from any cause or causes beyond the reasonable control of the affected party, including the following: natural disaster, disease, fire, accidents, acts of God, epidemic, war, terrorist acts, or acts of civil or military authorities (any of these an event of "Force Majeure"); provided, that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. The party prevented from performing its obligations or duties because of Force Majeure shall promptly notify the other party hereto of the occurrence and particulars of such Force Majeure and shall provide the other party hereto, from time to time, with its best estimate of the duration of such Force Majeure and with notice of the termination thereof. In the event Force Majeure prevents performance by one party for more than one hundred and eighty (180) consecutive days, the other party shall have the right to terminate this Agreement. Neither of the parties shall be liable to the other party for direct, indirect, consequential, incidental, special, punitive or exemplary damages arising out of or relating to the suspension or termination of any of its obligations or duties under this Agreement by reason of the occurrence of Force Majeure.
- 19.2 **Insurance.** Supplier shall maintain insurance coverage in amounts usual in the industry and shall provide Kodak, upon request, with documentation evidencing such insurance. Kodak shall be named as an additional insured under Supplier's commercial general liability insurance. All policies providing such insurance coverage shall be so written that Kodak will be notified of cancellation or material restrictive amendment thereof at least thirty (30) days prior to the effective date of any such cancellation or amendment.
- 19.3 **Limitation of Liability; Remedies Cumulative.** NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER FOR LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES OR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF WORK

PROVIDED FOR UNDER THIS AGREEMENT OR FOR TERMINATION OF THIS AGREEMENT AS PROVIDED FOR HEREIN. The rights and remedies herein provided, including those in Section 8.0, will be cumulative and not exclusive of any rights or remedies provided by law or equity.

- 19.4 **Use of Other Party's Name.** Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.
- 19.5 **Severability.** If any provision, or a portion thereof, of this Agreement is held to be unenforceable under then current Laws, the enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such unenforceable provision, or such portion thereof, the parties shall negotiate to add a provision similar in terms to such unenforceable provision, or such portion thereof, as may be possible.
- 19.6 **Waiver of Default.** Any failure of either party to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach or any such terms or conditions in the future and shall not impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedies for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.
- 19.7 **Independent Contractor.** Supplier shall act as an independent contractor and nothing herein shall be construed to make Supplier, or any of its employees, officers, directors or representatives, the agent employee or servant of Kodak.
- 19.8 **Assignment; Assumption.** Subject to the following sentence, no party may assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Kodak shall be entitled to assign this Agreement, in whole or in part, to one or more assignees, and Supplier and Rousselot Inc. shall not withhold their consent to such assignment, if (i) the assignee(s) provide(s) to Supplier adequate assurance of future performance (as determined by the Bankruptcy Court, if this Agreement is assigned during the Kodak Bankruptcy), which adequate assurance shall include the ability to pay in full all invoices then owing by Kodak to Supplier by their respective due dates, and (ii) Kodak or the assignee(s) assume(s) responsibility to pay in full all invoices then owing by Kodak to Supplier by their respective due dates. Any attempted assignment, whether by divestiture, operation of Law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect.
- 19.9 **Health, Safety and Environmental Standard.** Supplier shall comply with the Kodak Health, Safety and Environmental Performance Standard, located at <http://www.kodak.com/go/hsesupplierstandard>, in effect on the date of the Existing Agreement.
- 19.10 **Governing Law/Choice of Forum.** This Agreement and any claim or controversy arising out of or relating to rights and obligations of the parties under it will be governed by and construed in accordance with the substantive Laws of the State of New York, without regard to any principle of conflicts of laws that would direct the application of another substantive law to this

Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. All actions arising out of or related to this Agreement must be filed in any State or Federal Court sitting in New York County, New York. Each party irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party, at its address for notices set forth in Section 16.0, such service to become effective upon receipt. The foregoing shall not limit the rights of any party to serve process in any other manner permitted by Law. The foregoing consents to jurisdiction shall not constitute general consents to service of process for any purpose except as provided above and shall not be deemed to confer rights on any person other than the parties.

19.11 **Waiver of Jury Trial.** Each party, to the extent permitted by Law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement

19.12 **Interpretation.** In this Agreement, unless the context otherwise requires:

- (i) headings are for convenience only and do not affect the interpretation of this Agreement;
- (ii) words importing the singular include the plural and vice versa;
- (iii) a reference to a party, Section or Appendix is a reference to that party or Appendix to, or Section of, this Agreement;
- (iv) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement; and
- (v) a reference to a party to any document includes that party's successors and permitted assigns.

19.13 **Guarantee.** Rousselot Inc. hereby unconditionally and irrevocably guarantees to Kodak the full and prompt performance of all of Supplier's obligations set forth in this Agreement (the "Guaranteed Supply Agreement Obligations"). The foregoing constitutes a guarantee of payment and performance, and not of collection. The liability of Rousselot Inc. hereunder is direct and unconditional, and may be enforced without requiring Kodak first to resort to any other right, remedy, or security. Rousselot Inc. hereby waives all rights of notice or demand, including without limitation presentment, demand for payment and protest of any instrument, and notice of dishonor or nonpayment, notice of default or nonpayment by Supplier and all other notices to which Rousselot Inc. may otherwise be entitled. In addition, Rousselot Inc. waives all suretyship defenses it may have, whether now or in the future and waives any right to seek contribution, indemnification, subrogation or reimbursement from Supplier, until all of the Guaranteed Supply Agreement Obligations have been fully satisfied.

20.0 Entire Agreement/Amendment/Counterpart Signatures

This Agreement, including all Appendices annexed hereto, constitutes the entire agreement and understanding between Supplier and Kodak relative to the subject matter hereof and supersedes any previous agreements or understandings whether oral or written. This Agreement may not

be amended, except in writing, signed by authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same Agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Agreement.

21.0 Effectiveness of Amended and Restated Agreement

- 21.1 **Date of Effectiveness; Limited Effect.** This Agreement will become effective as of the first business day following the entry of an order of the Bankruptcy Court approving the same, provided that (i) such entry occurs on or before the Outside Date (as defined below), and (ii) such order is not stayed (the "Effective Date"). Until the Effective Date occurs, all of the terms and provisions of the Existing Agreement shall remain in full force and effect. This Agreement shall not apply retroactively and Gelatin Products Delivered prior to the Effective Date shall be invoiced, and paid for, at the applicable price under the Existing Agreement.
- 21.2 **Effectiveness; Required Bankruptcy Court Approval.** The parties acknowledge that in order for this Agreement to become effective, the prior approval of the Bankruptcy Court will be required. If the Bankruptcy Court shall not approve this Amended and Restated Gelatin Supply Agreement by no later than April 30, 2013 (the "Outside Date"), this Agreement shall become null and void *ab initio* without any action required on the part of any of the Parties. Kodak agrees that it will expeditiously seek an order of the Bankruptcy Court approving this Agreement, and that it will also seek that such order be effective immediately notwithstanding any stay provided by any of the Federal Rules of Bankruptcy Procedure. Kodak's application to approve this Agreement and the proposed order of the Bankruptcy Court approving this Agreement shall be subject to Supplier's prior approval, which shall not be unreasonably withheld.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

Accepted and Agreed

Rousselot Peabody Inc.

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Accepted and Agreed

Eastman Kodak Company

By BSA _____
(Signature)

Name Brad Kruchten _____
(Type or Print)

Title Senior Vice President _____

Accepted and Agreed

Rousselot Inc.

By _____
(Signature)

Name _____
(Type or Print)

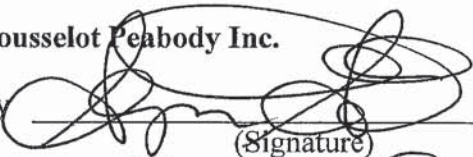
Title _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

Accepted and Agreed

Rousselot Peabody Inc.

By


(Signature)

Name

Stephen Smith
(Type or Print)

Title

CEO

Accepted and Agreed

Eastman Kodak Company

By

(Signature)

Name

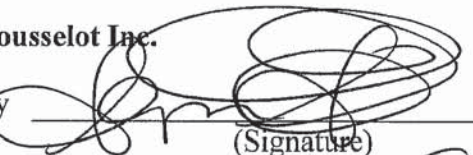
(Type or Print)

Title

Accepted and Agreed

Rousselot Inc.

By


(Signature)

Name

Stephen Smith
(Type or Print)

Title

CEO

APPENDIX A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

APPENDIX B

RESERVED

APPENDIX C



[illegible]

APPENDIX E

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
[REDACTED]
4. [REDACTED]
[REDACTED]
[REDACTED]
5. [REDACTED]

[illegible]

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APPENDIX G

RESERVED

| Country | Year | Population (millions) | Urban population (millions) | Urban population (%) | Population density (per sq km) |
|---------|------|-----------------------|-----------------------------|----------------------|--------------------------------|
| Algeria | 1980 | 10.5 | 4.5 | 42.9 | 15.2 |
| Algeria | 1985 | 11.5 | 5.5 | 47.8 | 16.5 |
| Algeria | 1990 | 12.5 | 6.5 | 51.6 | 17.8 |
| Algeria | 1995 | 13.5 | 7.5 | 55.5 | 19.1 |
| Algeria | 2000 | 14.5 | 8.5 | 58.6 | 20.4 |
| Algeria | 2005 | 15.5 | 9.5 | 61.3 | 21.7 |
| Algeria | 2010 | 16.5 | 10.5 | 63.6 | 23.0 |
| Algeria | 2015 | 17.5 | 11.5 | 65.7 | 24.3 |
| Algeria | 2020 | 18.5 | 12.5 | 67.6 | 25.6 |
| Algeria | 2025 | 19.5 | 13.5 | 69.2 | 26.9 |
| Algeria | 2030 | 20.5 | 14.5 | 70.7 | 28.2 |
| Algeria | 2035 | 21.5 | 15.5 | 72.1 | 29.5 |
| Algeria | 2040 | 22.5 | 16.5 | 73.3 | 30.8 |
| Algeria | 2045 | 23.5 | 17.5 | 74.5 | 32.1 |
| Algeria | 2050 | 24.5 | 18.5 | 75.5 | 33.4 |
| Algeria | 2055 | 25.5 | 19.5 | 76.5 | 34.7 |
| Algeria | 2060 | 26.5 | 20.5 | 77.3 | 36.0 |
| Algeria | 2065 | 27.5 | 21.5 | 78.2 | 37.3 |
| Algeria | 2070 | 28.5 | 22.5 | 78.9 | 38.6 |
| Algeria | 2075 | 29.5 | 23.5 | 79.7 | 39.9 |
| Algeria | 2080 | 30.5 | 24.5 | 80.3 | 41.2 |
| Algeria | 2085 | 31.5 | 25.5 | 81.0 | 42.5 |
| Algeria | 2090 | 32.5 | 26.5 | 81.6 | 43.8 |
| Algeria | 2095 | 33.5 | 27.5 | 82.1 | 45.1 |
| Algeria | 2100 | 34.5 | 28.5 | 82.6 | 46.4 |
| Algeria | 2105 | 35.5 | 29.5 | 83.1 | 47.7 |
| Algeria | 2110 | 36.5 | 30.5 | 83.6 | 49.0 |
| Algeria | 2115 | 37.5 | 31.5 | 84.0 | 50.3 |
| Algeria | 2120 | 38.5 | 32.5 | 84.4 | 51.6 |
| Algeria | 2125 | 39.5 | 33.5 | 84.8 | 52.9 |
| Algeria | 2130 | 40.5 | 34.5 | 85.2 | 54.2 |
| Algeria | 2135 | 41.5 | 35.5 | 85.5 | 55.5 |
| Algeria | 2140 | 42.5 | 36.5 | 85.9 | 56.8 |
| Algeria | 2145 | 43.5 | 37.5 | 86.2 | 58.1 |
| Algeria | 2150 | 44.5 | 38.5 | 86.5 | 59.4 |
| Algeria | 2155 | 45.5 | 39.5 | 86.8 | 60.7 |
| Algeria | 2160 | 46.5 | 40.5 | 87.1 | 62.0 |
| Algeria | 2165 | 47.5 | 41.5 | 87.4 | 63.3 |
| Algeria | 2170 | 48.5 | 42.5 | 87.7 | 64.6 |
| Algeria | 2175 | 49.5 | 43.5 | 88.0 | 65.9 |
| Algeria | 2180 | 50.5 | 44.5 | 88.3 | 67.2 |
| Algeria | 2185 | 51.5 | 45.5 | 88.5 | 68.5 |
| Algeria | 2190 | 52.5 | 46.5 | 88.8 | 69.8 |
| Algeria | 2195 | 53.5 | 47.5 | 89.1 | 71.1 |
| Algeria | 2200 | 54.5 | 48.5 | 89.4 | 72.4 |
| Algeria | 2205 | 55.5 | 49.5 | 89.7 | 73.7 |
| Algeria | 2210 | 56.5 | 50.5 | 90.0 | 75.0 |
| Algeria | 2215 | 57.5 | 51.5 | 90.3 | 76.3 |
| Algeria | 2220 | 58.5 | 52.5 | 90.6 | 77.6 |
| Algeria | 2225 | 59.5 | 53.5 | 90.9 | 78.9 |
| Algeria | 2230 | 60.5 | 54.5 | 91.2 | 80.2 |
| Algeria | 2235 | 61.5 | 55.5 | 91.5 | 81.5 |
| Algeria | 2240 | 62.5 | 56.5 | 91.8 | 82.8 |
| Algeria | 2245 | 63.5 | 57.5 | 92.1 | 84.1 |
| Algeria | 2250 | 64.5 | 58.5 | 92.4 | 85.4 |
| Algeria | 2255 | 65.5 | 59.5 | 92.7 | 86.7 |
| Algeria | 2260 | 66.5 | 60.5 | 92.9 | 88.0 |
| Algeria | 2265 | 67.5 | 61.5 | 93.2 | 89.3 |
| Algeria | 2270 | 68.5 | 62.5 | 93.5 | 90.6 |
| Algeria | 2275 | 69.5 | 63.5 | 93.8 | 91.9 |
| Algeria | 2280 | 70.5 | 64.5 | 94.1 | 93.2 |

3. [REDACTED]

4. [REDACTED]

APPENDIX I

[REDACTED]

[REDACTED]

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- [REDACTED]
- [REDACTED]
- [REDACTED]

1.

[REDACTED]

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|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

2.

[REDACTED]

| | | | | |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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[REDACTED]

3.

4.