

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

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

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**STIPULATION AND ORDER RESOLVING LIMITED OBJECTION OF  
ROUSSELOT INC. AND ROUSSELOT PEABODY INC. TO  
DEBTORS' FIRST NOTICE OF PROPOSED  
ASSUMPTION OF CERTAIN CONTRACTS**

**WHEREAS**, Rousselot Inc. and Rousselot Peabody Inc. (collectively, the “Rousselot Parties”) and Eastman Kodak Company (“Kodak”) have entered into an Amended and Restated Gelatin Supply Agreement, dated as of March 13, 2013 (the “Amended and Restated GSA”), which amended a Gelatin Supply Agreement, dated as of December 30, 2011 between Kodak and Rousselot Peabody Inc. (the “Original GSA”); and

**WHEREAS**, the Amended and Restated GSA was approved by order of this Court, dated March 20, 2013 [docket no. 3360] (the “Rousselot Approval Order”); and

**WHEREAS**, the Rousselot Approval Order also approved a Settlement Agreement and Release among the Rousselot Parties and Kodak, entered into as of March 13, 2013 (the “Settlement Agreement”); and

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, 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.



**WHEREAS**, in their First Notice of Proposed Assumption of Specified Contracts, dated July 19, 2013 [docket no. 4395] (the “First Assumption Notice”), the Debtors list “GELATIN BETWEEN EASTMAN KODAK COMPANY AND ROUSSELOT INC(0004) DATED 12/30/2011” with a designated Cure Amount of \$0.00, and an asterisk meaning “Cure Amount has been renegotiated and is documented by either stipulation or amended agreement. Amount excludes 503(b)9 amount”; and

**WHEREAS**, on July 29, 2013, the Rousselot Parties filed a Limited Objection and Reservation of Rights of Rousselot Inc. and Rousselot Peabody Inc. to Assumption and Zero Cure Amount in Debtors’ First Notice of Proposed Assumption of Certain Contracts [docket no. 4453] (the “Limited Objection”); and

**WHEREAS**, the Debtors and the Rousselot Parties wish to resolve Limited Objection and permit the assumption of the Amended and Restated GSA without affecting the parties’ rights under the Amended and Restated GSA and the Rousselot Approval Order in accordance with the terms of this Stipulation.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the Debtors and the Rousselot Parties, by their undersigned counsel, as follows:

1. The Rousselot Parties withdraw the Limited Objection.
2. The Debtors may assume the Amended and Restated GSA in a separate omnibus order (which may be an order confirming the Plan), subject to the terms and conditions of this Stipulation.
3. Nothing in the separate omnibus order authorizing the assumption of the Amended and Restated GSA shall be deemed or construed (a) to limit or modify the

rights of the parties under the Amended and Restated GSA, the Settlement Agreement, or the Rousselot Approval Order, (b) to authorize the revival or assumption of the Original GSA, or (c) to permit Kodak to be relieved of any of its obligations under the Amended and Restated GSA, including, without limitation, the obligation to pay for goods purchased under the Amended and Restated GSA.

4. Except as otherwise expressly stated herein, the Debtors and the Rousselot Parties reserve all of their rights and remedies with respect to the Amended and Restated GSA, including, without limitation, the right to seek its enforcement, to contend or dispute that it is a post-petition contract not subject to rejection or assignment under section 365 of the Bankruptcy Code, and to pursue or dispute any proposed assignment of it.

5. The undersigned counsel represent that they are authorized by their respective clients to enter into this Stipulation. The Debtors and the Rousselot Parties agree to seek bankruptcy court approval of this Stipulation. This Stipulation shall be effective upon its so-ordering or other approval by the bankruptcy court. In the event the bankruptcy court declines to so-order or approve this Stipulation, it shall be null and void.

Dated: New York, New York  
August 9, 2013

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Dated: New York, New York  
August 9, 2013

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*Attorneys for Rousselot Inc. and Rousselot Peabody  
Inc.*

**SO ORDERED.**

Dated: New York, New York  
August 21, 2013

s/Allan L. Gropper  
Hon. Allan L. Gropper  
United States Bankruptcy Judge