

AMENDMENT NO. 1
TO
TRANSFER AGREEMENT

This Amendment No. 1 (“Amendment”) is made this 30th day of March 2012 between Kodak Imaging Network, Inc. (“KIN”) and Eastman Kodak Company (“Kodak”) and Shutterfly, Inc. (“Shutterfly”) and amends the Transfer Agreement (“Transfer Agreement”), dated March 1, 2012, between KIN and Kodak and Shutterfly. Capitalized terms used in this Amendment and not defined herein are used with the meaning ascribed to such terms in the Agreement.

WHEREAS, the parties entered into the Agreement with the intention that it should serve as the “Stalking Horse Purchase Agreement” for the Acquired Assets in the Bankruptcy Cases; and

WHEREAS, certain Third Parties interested in the Bankruptcy Cases have proposed various revisions to the Transfer Agreement to which the Parties have agreed as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The definition of “Alternative Transaction” set forth in Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Alternative Transaction” means any one of the following transactions with or by any person or group other than Transferee: (a) a merger, consolidation or similar transaction involving KIN in which any unaffiliated person or group acquires direct control of KIN, (b) a sale, lease or other disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise of a material portion of the Acquired Assets, or (c) a reorganization of KIN, other than a reorganization pursuant to any bankruptcy plan of reorganization or solely within the group of the Affiliates of Sellers including all of the Sellers.

2. The first sentence of Section 2.4 of the Agreement is hereby amended to replace the term “Within five (5) Business Days” with the term “Not later than April 16, 2012”.

3. Section 5.6 of the Agreement is hereby deleted and replaced in its entirety with the following:

Section 5.6. Non-Compete. Kodak agrees that it will not, and will cause KIN not to, in the United States and/or Canada and during the period beginning on the day after the Closing Date and ending on the third anniversary of that date, directly or indirectly, for its own account or on behalf of or together with any other person, engage in any online business that essentially duplicates the Business, including but not limited to (i) using the “Kodak Gallery” name or (ii) using KIN technology (including its product creation path and designs) to

recreate the Gallery or duplicative service on a Kodak-branded, white label (where the white label partner fulfills at least 90% of its orders off site and ships to home), or co-branded web or mobile platform; provided that the foregoing shall not affect (A) the licensing or other transfer of any intellectual property (other than the Acquired Assets) by Kodak to any one or more third parties or (B) certain existing Kodak business lines as currently conducted (and reasonably extended therefrom), namely (i) the Retail Systems Solutions business, (ii) the Paper and Output Solutions business, (iii) the digital camera and devices business, and (iv) the event imaging solutions business.

4. Section 7.2 of the Agreement is hereby amended to replace the “Six Hundred Thousand Dollars (\$600,000)” amount of the Break-Up fee with the amount of “Two Hundred Fifty Thousand Dollars (\$250,000)”.

5. The form of Bidding Procedures attached as Exhibit B to the Agreement is hereby replaced in its entirety with the form of Bidding Procedures attached hereto as Exhibit B-1.

6. The form of Bidding Procedures Order attached as Exhibit C to the Agreement is hereby replaced in its entirety with the form of Bidding Procedures Order attached hereto as Exhibit C-1.

7. The form of Sale Order attached as Exhibit D to the Agreement is hereby replaced in its entirety with the form of Sale Order attached hereto as Exhibit D-1.

8. Except as amended by this Amendment, the Agreement continues in full force and effect in accordance with its terms.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Transfer Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

TRANSFeree:

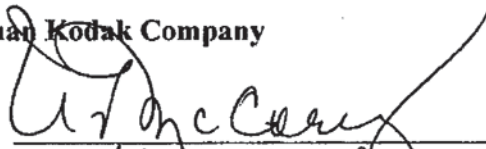
Shutterfly, Inc.

By: 
Name: **CHARLOTTE FALLA**
Title: **VP LEGAL & GENERAL COUNSEL**

SELLERS:

Eastman Kodak Company

By:



Name: Antoinette P. McCordy

Title: Chief Financial Officer and
Senior Vice President

Kodak Imaging Network, Inc.

By:



Name: VICTOR C HO

Title: CFO & PRESIDENT KODAK
IMAGING NETWORK

BIDDING PROCEDURES

The procedures set forth herein (the “Bidding Procedures”) govern the proposed sale (the “Sale”) by Eastman Kodak Company (“Kodak”) and Kodak Imaging Network, Inc. (“KIN”), as debtors and debtors in possession (collectively, the “Debtors” or “Sellers”) of certain assets of KIN’s business “Kodak Gallery” (the “Transferred Assets”).

The Sale will be implemented pursuant to the Transfer Agreement, dated March 1, 2012 (as it may be amended, the “Stalking Horse Purchase Agreement” or the “Stalking Horse Bid”), by and among Shutterfly, Inc. (the “Stalking Horse Purchaser”) and Sellers, subject to the receipt of higher or otherwise better bids in accordance with these Bidding Procedures. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Stalking Horse Purchase Agreement.

These Bidding Procedures describe, among other things, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined below), the ultimate selection of the Successful Bidder(s) (as defined below), and Bankruptcy Court approval of the Sale (collectively, the “Bidding Process”). Where these Bidding Procedures state that an election is to be made or action taken by the Debtors, such decision or action shall be made in the sole discretion of the Debtors unless otherwise indicated.

The form of these Bidding Procedures was approved by order dated [_____] (the “Bidding Procedures Order”), of the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) (in which the Debtors’ chapter 11 bankruptcy cases, jointly administered under Case No. 12-10202 (ALG), are pending) pursuant to Debtors’ Motion for Orders (I)(A) Authorizing Debtors’ Entry into the Stalking Horse Purchase Agreement, (B) Authorizing and Approving the Bidding Procedures and Break-Up Fee, (C) Approving the Notice Procedures, (D) Authorizing the Filing of Certain Documents under Seal and (E) Setting a Date for the Sale Hearing and (II) Authorizing and Approving the Sale of Certain Assets of Kodak Imaging Network, Inc. Free and Clear of All Claims and Interests, filed March 2, 2012.

If the Stalking Horse Purchase Agreement is terminated by Sellers or the Stalking Horse Purchaser for any reason at any time prior to the consummation of a Successful Bid (as defined below), the Debtors may elect to terminate the Bidding Process after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent. If the Debtors elect to terminate the Bidding Process, neither the Stalking Horse Purchaser nor the Debtors will have any obligations with respect thereto; provided that, for the avoidance of doubt, such termination of the Bidding Process will not affect Sellers’ obligations with respect to the Break-Up Fee or any liability of the Stalking Horse Purchaser for breach, in each case as provided in the Stalking Horse Purchase Agreement.

Preliminary Participation Requirements

In order to participate in the Bidding Process, each interested person or entity must deliver the following documents to the parties described below (the “Preliminary Bid Documents”), together with such other documents as the Debtors may request:

- (a) an executed confidentiality agreement (a “Bidder Confidentiality Agreement”), which shall inure to the benefit of any purchaser of the Transferred Assets, and shall be substantially in the form attached hereto as Appendix A or in such other form as the Debtors may require in light of the nature of the confidential information to be shared and the identity and business of the interested person or entity; and
- (b) preliminary proof of the financial capacity of the potential bidder to close the Sale, which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity is formed for the purpose of acquiring the Transferred Assets, the party that will fund the purchase price and bear liability for a breach of the Stalking Horse Purchase Agreement), the adequacy of which the Debtors and its advisors will determine their discretion after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent (as defined below).

The Preliminary Bid Documents must be transmitted so as to be received no later than 10:00 a.m., Eastern Time, on April 3, 2012, by each of the following parties (collectively, the “Notice Parties”): (a) the Debtors, c/o Eastman Kodak Company, 343 State Street, Rochester, NY 14650-0126 (Attn: Jeremy R. Salesin and Dorothy H. Cusker); (b) Sullivan & Cromwell LLP, counsel to the Debtors, 125 Broad Street, New York, New York 10004 (Attn: Andrew G. Dietderich and Michael H. Torkin); (c) Nixon Peabody LLP, counsel to the Debtors, 1300 Clinton Square, Rochester, NY 14604 (Attn: Deborah J. McLean, Esq.); (d) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian S. Masumoto, Esq.); (e) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors, 1 Chase Manhattan Plaza, New York, New York (Attn: Dennis F. Dunne, Tyson M. Lomazow and Brian Kinney); (f) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders, One Bryant Park, New York, New York 10036 (Attn: Michael S. Stamer, David Botter and Stephen Kuhn); and (g) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders (the “DIP Agent”), 450 Lexington Ave, New York, New York 10017 (Attn: Marshall S. Huebner and Brian M. Resnick); provided, however, that the Debtors may consider Preliminary Bid Documents submitted after the foregoing deadline if the Debtors, after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, determine it will be helpful to the success of the Bidding Process.

Within three (3) Business Days after a potential bidder delivers the Preliminary Bid Documents, the Debtors shall determine after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent and notify such potential bidder whether it qualifies as a “Potential Bidder” and deliver to such Potential Bidder an electronic copy of the form bid purchase agreement (the “Bid Purchase Agreement”); provided that the

Debtors may redact any information contained therein that the Debtors determine to be confidential commercial information. The Stalking Horse Purchaser will be considered a Potential Bidder so long as the Stalking Horse Purchase Agreement is in effect. No person or entity which does not qualify as a Potential Bidder may bid or otherwise participate in the Bidding Process.

Due Diligence

Until the Bid Deadline (as defined below) and subject to the Bidder Confidentiality Agreement, the Debtors may provide in their discretion such due diligence access or additional information as may be reasonably requested by any Potential Bidder. All due diligence requests shall be directed to Subra Narayan, Eastman Kodak Company, c/o Donna Listrani, 343 State Street, Rochester, NY 14650 (t: 650.350.4077, Email: subra.narayan@kodak.com), or Kenneth Fillion, Eastman Kodak Company, 343 State Street, Rochester, NY 14650 (t: 585.724.5800, Email: kenneth.fillion@kodak.com).

Each Potential Bidder who submits a bid will be deemed to acknowledge and represent that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets and liabilities of the Debtors and their Affiliates in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express, implied, by operation of law or otherwise, regarding the Debtors or their Affiliates, or the completeness of any information provided in connection with its bid or the Bidding Process, except to the extent expressly stated in definitive documentation entered into by the Debtors and the Successful Bidder.

Bid Deadline

A Potential Bidder who desires to make a bid must deliver the Bid Requirements (as defined below) so as to be received by the Notice Parties no later than 10:00 a.m., Eastern Time, on April 20, 2012 (the "Bid Deadline"). The Debtors may extend the Bid Deadline in their discretion after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders, the Creditors' Committee, the Second Lien Noteholders Committee and the DIP Agent of such extension.

Bid Requirements

A bid will be considered only if the bid includes all of the following (the "Bid Requirements"):

- (a) authorization for the Debtors to provide the Marked Agreement for such bid to Qualified Bidders as set forth below;
- (b) a duly authorized and executed Bid Purchase Agreement to purchase all or a substantial portion of the Transferred Assets, including the purchase price for the Transferred Assets, together with all exhibits, schedules and ancillary agreements, together with a version marked to show those amendments and modifications to the Bid Purchase

Agreement (a “Marked Agreement”) and the proposed Sale Order, which may not be materially more burdensome to the Debtors than the Stalking Horse Purchase Agreement or inconsistent with these Bidding Procedures;

- (c) constitutes a good faith, bona fide offer to purchase the Transferred Assets and to assume such liabilities as the Proposed Bidder proposes to assume;
- (d) results in a value (after provision for the payment of the Break-Up Fee) as determined by the Debtors after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent pursuant to the Bid Assessment Criteria, either individually or, in conjunction with another Qualified Bid, greater than or equal to the net value the Debtors would receive under the Stalking Horse Purchase Agreement plus \$500,000.00 (it being understood that the Debtors will value any assumption of liabilities or other non-cash consideration in their discretion after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent);
- (e) the identity of each entity that will be participating in connection with the bid and the terms of such participation;
- (f) the identity of the assets to be purchased and the contracts and leases to be assumed;
- (g) an unambiguous commitment to pay all amounts required to cure any defaults pursuant to section 365(b) of the Bankruptcy Code and to provide adequate assurance of future performance under any executory contracts or unexpired leases the Potential Bidder proposes to be assumed;
- (h) information sufficient in the judgment of the Debtors, after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, to demonstrate to the satisfaction of the Debtors that the Potential Bidder has the financial wherewithal and operational ability to consummate the transaction contemplated by the Marked Agreement, or in the absence of such financial wherewithal, written evidence of a firm commitment for financing the consummation of the transaction contemplated by the Marked Agreement, or other evidence of ability to consummate the transaction contemplated by the Marked Agreement that is satisfactory to the Debtors after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent;
- (i) unless the Debtors otherwise determine, is not conditioned on any contingency, including, without limitation, obtaining any of the following: (i) financing, (ii) shareholder or board of directors approval, and/or (iii) the outcome or completion of a due diligence review;
- (j) evidence of approval by the board of directors (or other appropriate governing body) of the Potential Bidder, and, if applicable, its parent company, with respect to the submission of the bid and the execution and delivery of the Marked Agreement and the proposed Sale Order;
- (k) identifies with particularity each and every condition to closing;
- (l) is received on or before the Bid Deadline;

- (m) unless the Debtors otherwise determine, includes a cash deposit equal to 10% of the Purchase Price under the Stalking Horse Purchase Agreement to an escrow account designated by the Debtors (the “Good Faith Deposit”);
- (n) does not include an entitlement to any break-up fee, transaction fee, termination fee or any similar type of payment or, unless the Debtors otherwise determine, any expense reimbursement or any similar type of reimbursement; and
- (o) is irrevocable until such outside date as the Debtors determine or the earlier consummation of a transaction with the Successful Bidder or an Alternative Bidder.

A Potential Bidder who submits a bid that satisfies all of the Bid Requirements and the Due Diligence Requirements (as defined below) shall be a “Qualified Bidder” and its submitted bid will constitute a “Qualified Bid.” The Debtors shall (i) notify the Potential Bidders whether their bids have been determined to be Qualified Bids by no later than 10:00 a.m., Eastern Time, on April 24, 2012, and (ii) after such notification, provide a copy of the Marked Agreement (as it may have been revised prior to the determination that it constitutes a Qualified Bid) for each Qualified Bid to all Qualified Bidders to be received by electronic transmission no later than 12:00 p.m., Eastern Time, on April 24, 2012. The Stalking Horse Purchaser shall be deemed a Qualified Bidder and the Stalking Horse Purchase Agreement shall be deemed a Qualified Bid for all purposes in connection with the Bidding Process.

Evaluation of Qualified Bids

Prior to the Auction (as defined below), the Debtors shall evaluate the Qualified Bids and identify the Qualified Bid or combination of Qualified Bids that is, in the Debtors’ judgment after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, the highest or otherwise best offer (the “Starting Bid”). Within twenty-four (24) hours of such determination, but in no event later than one (1) Business Day prior to the date of the Auction, the Debtors shall distribute copies of the Starting Bid to each Qualified Bidder. If no Qualified Bids are received by the Bid Deadline, then the Auction will not occur, the Stalking Horse Purchase Agreement will be deemed the Successful Bid (as defined herein) and, subject to the Debtors’ termination rights under the Stalking Horse Purchase Agreement, the Debtors will pursue entry of the Sale Order as soon as practicable.

Each Qualified Bid will be valued by the Debtors based upon several factors, including, without limitation, the views of the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent and items such as the net value and recovery to the Debtors’ estates provided by such bid, the total consideration to be received by the Debtors, the number and complexity of transactions that would be required to consummate the Qualified Bid, the number of counterparties to such transactions, the amount of assets included or excluded from the Qualified Bid, whether the Qualified Bid contemplates offers of comparable employment to KIN Debtor’s employees, the number, type and nature of any changes to the Bid Purchase Agreement, the potential disruption to the Debtors that would result from the Qualified Bid being consummated in comparison to that resulting from the Stalking Horse Purchase Agreement and the likelihood and timing of consummating such transactions (the “Bid Assessment Criteria”). The Debtors’ determination of the value of a Qualified Bid, or the relative value of Qualified Bids, shall be final as between the Debtors, the Stalking Horse Purchaser and any Qualified

Bidders and shall not be subject to challenge by the Stalking Horse Purchaser or any Qualified Bidder in such capacity.

Due Diligence from Bidders

Each Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their representatives (the “Due Diligence Requirements”). Failure of a Qualified Bidder to fully comply with the Due Diligence Requirements will be a basis for the Debtors to determine that a bid made by an otherwise Qualified Bidder is not a Qualified Bid.

Auction

In the event that, on or before the Bid Deadline, the Debtors receive one or more Qualified Bids in addition to the Stalking Horse Purchase Agreement, the Debtors will conduct an auction in accordance with the following procedures (the “Auction”) upon notice to all Qualified Bidders. The Auction will commence at 10:00 a.m., Eastern Time, on April 26, 2012, at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 or such later time or other place as the Debtors shall timely notify the Stalking Horse Purchaser, all other Qualified Bidders and the Notice Parties.

- (a) Unless the Debtors otherwise determine, only the Debtors, the Stalking Horse Purchaser, any representative of each of the Creditors’ Committee, the Second Lien Noteholders Committee and the DIP Agent, and any Qualified Bidder (and the legal and financial advisors to each of the foregoing), will be entitled to attend the Auction, and only the Stalking Horse Purchaser and the Qualified Bidders will be entitled to make any Subsequent Bids at the Auction.
- (b) The Debtors may employ and announce at the Auction additional procedural rules that they determine appropriate under the circumstances (e.g., the amount of time allotted to make Subsequent Bids) for conducting the Auction after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, provided that such rules are (i) not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules or any order of the Bankruptcy Court entered in connection herewith and (ii) disclosed to each Qualified Bidder.
- (c) Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the Sale.
- (d) Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by a Qualified Bidder that (i) improves upon such Qualified Bidder’s immediately prior Qualified Bid (a “Subsequent Bid”) and (ii) the Debtors determine that such Subsequent Bid is (a) for the first round, a higher or otherwise better offer than the Starting Bid, and (b) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (defined below). The first minimum incremental bid at the Auction shall have a value as determined by the Debtor of at least \$500,000.00 over the Starting Bid, with any subsequent bid increases to be made in minimum increments of at least \$200,000.00. After the first round of bidding and between each subsequent round of

bidding, the Debtors shall announce the bid (and the value of such bid) that they believe to be the highest or otherwise best offer (the "Leading Bid") and the time in which a Subsequent Bid must be received. The Debtors may permit 'passes' and otherwise modify these procedures as the Debtors determine appropriate in the circumstances after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent.

- (e) For purposes of evaluating the value of the consideration provided by Subsequent Bids (including any Subsequent Bid by the Stalking Horse Purchaser), the Debtors will give the Stalking Horse Purchaser a credit equal to the Break Up Fee.
- (f) Absent irregularities in the conduct of the Auction, the Bankruptcy Court will not consider bids made after the Auction is closed.

Selection Of Successful Bid

The Debtors reserve the right to (i) determine in their discretion, after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, which bid is the highest or best (the "Highest Bid(s)") and the bidder(s) making such bid(s), the "Highest Bidder(s)") based on the Bid Assessment Criteria or such other considerations as they deem appropriate and (ii) reject at any time prior to entry of a Bankruptcy Court order approving an offer, without liability, any offer, other than the Stalking Horse Bid, that the Debtors, in their discretion after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, deem to be (x) inadequate or insufficient, (y) not in conformity with the requirements of the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules or any order of the Bankruptcy Court entered in connection herewith or (z) contrary to the best interests of the Debtors. If an Auction is held, the Debtors shall be deemed to have accepted a Qualified Bid only when (i) such bid is declared the Highest Bid at the Auction and (ii) definitive documentation has been executed in respect thereof. Such acceptance is conditioned upon approval by the Bankruptcy Court of the Highest Bid and entry of the Sale Order approving such Highest Bid.

Sale Hearing

The Sale Hearing will be held before the Honorable Allan L. Gropper at 2:30 p.m., Eastern Time, on April 30, 2012, in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004. The Sale Hearing may be adjourned without further notice by an announcement of the adjourned date at the Sale Hearing. If the Debtors do not receive any Qualified Bids (other than the Qualified Bid of the Stalking Horse Purchaser), the Debtors will report the same to the Bankruptcy Court at the Sale Hearing and will proceed with a sale of the Transferred Assets to the Stalking Horse Purchaser following entry of the Sale Order in accordance with the terms of the Stalking Horse Purchase Agreement. If the Debtors do receive additional Qualified Bids, then, at the Sale Hearing, the Debtors will seek approval of the Highest Bid and, if the Highest Bid is not promptly approved and the Debtors so elect, the next highest or best Qualified Bid received in the Auction, as such will be determined by the Debtors after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent. The Qualified Bid approved by the Bankruptcy Court and

reflected in the entry of the Sale Order shall be deemed to be the “Successful Bid”, and the applicable Qualified Bidder the “Successful Bidder”, for purposes hereof.

In addition, at the Debtors’ election, one or more other Qualified Bid(s) received in the Auction constituting the next highest or best bid(s) may be approved alongside the Successful Bid (such bids, the “Alternate Bid(s),” and such bidder(s), the “Alternate Bidder(s)”); *provided, however*, that in no event shall the Stalking Horse Purchase Agreement be deemed an Alternate Bid or the Stalking Horse Purchaser deemed an Alternate Bidder without the Stalking Horse Purchaser’s consent, in its sole discretion. Following approval of the Sale to the Successful Bidder(s), if the Successful Bidder(s) fail(s) to consummate the Sale because of (a) failure of a condition precedent beyond the control of either the Debtors or the Successful Bidder(s) upon which occurrence the Debtors have filed a notice with the Bankruptcy Court advising of such failure or (b) a breach or failure to perform on the part of such Successful Bidder(s) upon which occurrence the Debtors have filed a notice with the Bankruptcy Court advising of such breach or failure to perform, then the Alternate Bid(s) will be deemed to be the Successful Bid(s) and the Debtors will be authorized, but not directed, to effectuate a Sale to the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such Alternate Bidder(s) without further order of the Bankruptcy Court.

Break-Up Fee

If the Stalking Horse Purchaser is not the Successful Bidder and the Sale is consummated with a Successful Bidder pursuant to a Successful Bid, the Break-Up Fee shall be paid to the Stalking Horse Purchaser out of the first available proceeds received on account of the Successful Bid (the “Sale Proceeds”) in accordance with the Stalking Horse Purchase Agreement; *provided, however*, that to the extent the Sale Proceeds do not cover the full amount of the Break-Up Fee, the Break-Up Fee shall be deemed an allowed expense of administration against Sellers and their estates under Section 503(b) of the Bankruptcy Code.

Return of Good-Faith Deposit

Each Good Faith Deposit shall be returned to each Qualified Bidder not selected by the Debtors as the Successful Bidder(s) or Alternative Bidder(s) by no later than the fifth (5th) Business Day following the conclusion of the Auction. The Good Faith Deposits of the Successful Bidder(s) and Alternative Bidder(s) will be retained in escrow until the earlier of (a) the closing of the Sale and (b) the permanent withdrawal of the Transferred Assets for sale by the Debtors. At the closing of the Sale contemplated by the Successful Bid, any Alternative Bidder(s)’ Good Faith Deposit shall be returned to the Alternative Bidder(s) and the Successful Bidder(s) will be entitled to credit the amount of its Good Faith Deposit against the price paid for the Transferred Assets. If the Successful Bidder(s) fail to consummate the Sale because of a breach or failure to perform on the part of such Successful Bidder(s), the Successful Bidder(s)’ Good Faith Deposit shall be forfeited to the Debtors as liquidated damages.

Beneficiaries; Modification of Procedures

No person or entity other than the Debtors and the Stalking Horse Purchaser shall be a beneficiary of or have a right to enforce these bidding procedures or the Bidding Process *provided, that*, nothing herein shall limit the rights of the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent to object that the Bidding Process was not conducted in accordance with these Bidding Procedures. The Debtors may amend these bidding procedures or the Bidding Process after consultation with the Creditors Committee, the Second Lien Noteholders Committee and the DIP Agent, *provided* that (a) no amendment inconsistent with the Stalking Horse Purchase Agreement may be made without the consent of the Stalking Horse Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, and (b) no amendment to these Bidding Procedures shall affect the right of the Stalking Horse Purchaser to terminate the Stalking Horse Purchase Agreement, pursuant to the terms and conditions set forth therein, in the event of a delay in reaching the milestones specified therein.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ORDER (A) AUTHORIZING CERTAIN DEBTORS' ENTRY INTO THE STALKING HORSE PURCHASE AGREEMENT, (B) AUTHORIZING AND APPROVING THE BIDDING PROCEDURES AND BREAK-UP FEE, (C) APPROVING THE NOTICE PROCEDURES, (D) AUTHORIZING THE FILING OF CERTAIN DOCUMENTS UNDER SEAL AND (E) SETTING A DATE FOR THE SALE HEARING

Upon the motion (the "**Motion**")² of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the "**Debtors**"), for an order (i)(a) authorizing Kodak Imaging Network, Inc. ("**KIN**") and Eastman Kodak Company ("**Kodak**" and, together with KIN, the "**Sellers**") to enter into that certain transfer agreement dated as of March 1, 2012, with Shutterfly, Inc. (the "**Stalking Horse Purchaser**") for the sale of certain assets of KIN's business "Kodak Gallery" (as further defined in the Stalking Horse Purchase Agreement, the "**Acquired Assets**") as a "stalking-horse" sale agreement (as appended to the Motion as Exhibit B and, together with all Schedules and Exhibits thereto, the "**Stalking Horse Purchase Agreement**"), (b) authorizing and approving the bidding procedures (appended hereto as Exhibit 1, the "**Bidding Procedures**") and the Break-Up Fee (as

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

² All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

defined below), including³ granting administrative expense status to the Break-Up Fee, (c) approving the form and manner of notice of the Sale (the “**Notice Procedures**”), (d) authorizing the Debtors to file certain documents under seal and (e) setting the time, date and place for a hearing (the “**Sale Hearing**”) to consider the sale of the Acquired Assets (the “**Sale**”); (ii) authorizing and approving the sale of the Acquired Assets, free and clear of all claims and interests, pursuant to section 363 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), except as set forth in the Stalking Horse Purchase Agreement; and (iii) granting such other and further relief as this Court deems just and proper; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and upon consideration of the Declaration of Antoinette P. McCorvey In Support of the Debtors’ Motion for Orders (i)(a) Authorizing Certain Debtors’ Entry Into the Stalking Horse Purchase Agreement, (b) Authorizing and Approving the Bidding Procedures and Break-Up Fee, (c) Approving the Notice Procedures, (d) Authorizing the Filing of Certain Documents Under Seal and (e) Setting a Date for the Sale Hearing and (ii) Authorizing and Approving the Sale of Certain Assets of Kodak Imaging Network Inc. Free and Clear of All Claims and Interests, dated March 14, 2012 [Docket No. 597]; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or

³ For the avoidance of doubt, as used in this Order, “including” means “including without limitation”.

further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:⁴

A. The statutory and legal predicates for the relief requested in the Motion are sections 105 and 363 of the Bankruptcy Code, and rules 2002, 6004, and 9018 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6004-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”).

B. Good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order (including with respect to the proposed Bidding Procedures and the Break-Up Fee) has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

C. The Debtors’ proposed sale notice, substantially in the form attached to the Motion as Exhibit D (the “**Sale Notice**”), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Auction (if necessary), and the Sale Hearing, and no other or further notice is required.

D. No further or other notice beyond that described in the foregoing Paragraphs is required in connection with the Transactions.

⁴ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. See Fed. R. Bankr. P. 7052.

E. The Bidding Procedures, in the form attached hereto as Exhibit 1, are fair, reasonable, and appropriate and are designed to maximize recovery with respect to the sale of the Acquired Assets.

F. The Debtors have demonstrated compelling and sound business justifications for authorizing the sale of the Acquired Assets, entry into the Stalking Horse Purchase Agreement and the payment of the Break-Up Fee under the circumstances, timing, and procedures set forth herein, in the Motion and in the Stalking Horse Purchase Agreement.

G. Entry into the Stalking Horse Purchase Agreement with the Stalking Horse Purchaser as a “stalking-horse” sale agreement is in the best interest of the Debtors and the Debtors’ estates and creditors. The Stalking Horse Purchase Agreement will enable the Debtors to secure an adequate floor for the Auction and will provide a clear benefit to the Debtors’ estates.

H. The Break-Up Fee is fair and reasonable and provides a benefit to the Debtors’ estates and creditors.

I. The Debtors’ payment of the Break-Up Fee under the conditions set forth in section 7.2 of the Stalking Horse Purchase Agreement is (a) an actual and necessary cost of preserving the Debtors’ estates, within the meaning of section 503(b) of the Bankruptcy Code, (b) of substantial benefit to the Debtors’ estates and creditors and all parties in interest herein, (c) reasonable and appropriate, and (d) necessary to ensure that the Stalking Horse Purchaser will continue to pursue the proposed Stalking Horse Purchase Agreement to undertake the sale of the Acquired Assets. Notwithstanding anything to the contrary in this or any other order of this Court, the Break-Up Fee shall constitute an administrative expense with priority pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code.

J. The filing of certain documents under seal, including Exhibit A to the Stalking Horse Purchase Agreement, is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein.

K. The Bidding Procedures comply with the requirements of Local Rule 6004-1.

L. The entry of this Order is in the best interests of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and therefore

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

The Bidding Procedures

2. The Bidding Procedures attached hereto as Exhibit 1 are hereby approved.

The Debtors are hereby authorized to conduct a sale by auction of the Acquired Assets pursuant to the Bidding Procedures and the terms of this Order.

3. The Stalking Horse Purchaser shall be deemed a Qualified Bidder pursuant to the Bidding Procedures for all purposes for so long as the Stalking Horse Purchase Agreement is in effect.

4. The Bidding Procedures shall apply to the Potential Bidders and Qualified Bidders and the conduct of the sale of the Acquired Assets and the Auction.

The Stalking Horse Purchase Agreement

5. Subject to the Bidding Procedures and approval of the sale at the Sale Hearing, the Debtors' entry into the Stalking Horse Purchase Agreement is hereby approved.

The Break-Up Fee

6. To the extent due under section 7.2 of the Stalking Horse Purchase Agreement, the Debtors are authorized to pay to the Stalking Horse Purchaser a fee of two

hundred and fifty thousand dollars (\$250,000) (the “**Break-Up Fee**”), which shall be payable as provided for pursuant to the terms of the Stalking Horse Purchase Agreement.

7. The Debtors’ obligation to pay the Break-Up Fee pursuant to section 7.2 of the Stalking Horse Purchase Agreement shall survive termination of the Stalking Horse Purchase Agreement, shall constitute an administrative expense claim under section 503(b) of the Bankruptcy Code, and shall be payable under the terms and conditions of the Stalking Horse Purchase Agreement and this Order, notwithstanding section 507(a) of the Bankruptcy Code.

Notice Procedures

8. The Sale Notice, in substantially the same form as annexed to the Motion as Exhibit D, is sufficient to provide effective notice to all interested parties of the Bidding Procedures, the Auction and the Sale, pursuant to Bankruptcy Rules 2002(a)(2) and 6004 and the Case Management Procedures, as applicable, and are hereby approved.

9. As soon as reasonably practicable after entry of this Bidding Procedures Order, the Debtors (or their agent) shall serve the Sale Notice, in substantially the form attached as Exhibit D to the Motion, by first-class mail, postage prepaid, and/or via overnight mail, facsimile, hand delivery or electronic transmission upon (i) all entities reasonably known to have expressed an interest in a transaction with respect to the Acquired Assets since August 1, 2010, (ii) all entities reasonably known to have asserted any claim, lien, encumbrance or interest in the Acquired Assets, (iii) the Office of the United States Trustee for the Southern District of New York; (iv) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors’ Committee; (v) counsel to any other statutory committee appointed in these chapter 11 cases; (vi) counsel to the agent under the prepetition revolving credit facility; (vii) U.S. Bank, National Association, as indenture trustee; (viii) Wilmington Trust, National Association, as indenture trustee; (ix) the

Securities and Exchange Commission; (x) the Internal Revenue Service; (xi) the Environmental Protection Agency; (xii) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders; (xiii) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders; (xiv) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and (xv) the additional persons agreed between the Debtors and the Stalking Horse Purchaser to be served in accordance with the terms of the Stalking Horse Purchase Agreement (collectively, the "**Notice Parties**").

Objection Procedures

10. Any party that seeks to object to the relief requested in the Motion pertaining to approval of the sale of the Acquired Assets shall file a formal objection that complies with the objection procedures as set forth in the Motion. Each objection shall state the legal and factual basis of such objection and may be orally supplemented at the Sale Hearing.

11. Any and all written objections as contemplated by this Order must be: (a) in writing; (b) signed by counsel or attested to by the objecting party; (c) in conformity with the Bankruptcy Rules, the Local Rules and the Case Management Procedures; (d) filed with the Bankruptcy Court; and (e) served on (i) the Debtors, (ii) Sullivan & Cromwell LLP, counsel to the Debtors, (iii) Nixon Peabody LLP, counsel to the Debtors, (iv) the Stalking Horse Purchaser, (v) Vectis Law Group, counsel to the Stalking Horse Purchaser and (vi) the Notice Parties in accordance with the Case Management Procedures so as to be received on or before the appropriate deadline as set forth in the Motion.

12. Failure to object to the relief requested in the Motion by the General Objection Deadline shall be deemed to be "consent" for purposes of section 363(f) of the Bankruptcy Code.

13. The General Objection Deadline (as defined in the Motion) is **4:00 p.m. (ET) on April 23, 2012.**

14. The Supplemental Objection Deadline (as defined in the Motion) is **5:00 p.m. (ET) on April 27, 2012.**

15. All objections to the Motion or the relief requested therein (and all reservations of rights included therein), as it pertains to the entry of this Order, are overruled to the extent they have not been withdrawn, waived or otherwise resolved.

Other Relief Granted

16. The Auction is scheduled for **10:00 a.m. (ET) on April 26, 2012** at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 or such later time or other location as shall be timely communicated in accordance with the Bidding Procedures.

17. The Sale Hearing shall be held in this Court at **2:30 p.m. (ET) on April 30, 2012.** The Sale Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Hearing or by the filing of a hearing agenda.

18. The Debtors are authorized to conduct the Sale (as defined in the Bidding Procedures) in accordance with the Bidding Procedures and without the necessity of complying with any state or local bulk transfer laws or requirements.

19. The Debtors are authorized to file Exhibit A to the Stalking Horse Purchase Agreement under seal. The Debtors shall provide such Exhibit to the Clerk's Office of the United States Bankruptcy Court for the Southern District of New York in a prominently marked envelope with a cover sheet attached containing (i) the caption, (ii) the docket number of the Motion, (iii) the docket number of this Order, (iv) a statement identifying the contents of the

envelope as Exhibit A and (v) the legend “DOCUMENTS TO BE KEPT UNDER SEAL” in bold print.

20. In the event there is a conflict between this Order and the Motion or the Stalking Horse Purchase Agreement, this Order shall control and govern.

21. This Order shall be binding in all respects upon any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Debtors’ bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code.

22. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or a waiver of the right of the Debtors, the Second Lien Noteholder Committee, the Creditors’ Committee or the agent for the DIP Financing (as defined below), or shall impair the ability of the Debtors, or any other party in interest, to the extent applicable, to contest the validity and amount of any payment made pursuant to this Order.

23. Nothing in this Order shall be deemed or construed to impair the rights of the Creditors’ Committee, the Second Lien Noteholder Committee or the agent for the DIP Financing to raise at the Sale Hearing any objections to the Sale, including, but not limited to, the Stalking Horse Purchase Agreement (other than Sections 5.10 or 7.2 of the Stalking Horse Purchase Agreement) or any other purchase agreement submitted by a Successful Bidder or any Alternate Bidder, and any related orders.

24. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary, (i) the terms of this Order shall be immediately effective and

enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order. For the avoidance of doubt, the Break-Up Fee approved by this Order shall be immediately appealable and failure to appeal in accordance with the Bankruptcy Rules or other applicable law shall constitute a waiver of such rights.

25. All net proceeds from the consummation of the Sale or the Alternative Transaction (as defined in the Stalking Horse Purchase Agreement) shall be treated in accordance with the terms of the Debtors' postpetition secured debtor-in-possession financing (the "**DIP Financing**") and any order of this Court approving the DIP Financing.

26. The requirements set forth in Local Rule 9013-1(b) are satisfied.

27. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

28. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

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

Dated: [•], 2012
New York, New York

Allan L. Gropper
United States Bankruptcy Judge

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

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

**ORDER AUTHORIZING AND APPROVING THE SALE OF
CERTAIN ASSETS OF KODAK IMAGING NETWORK, INC.
FREE AND CLEAR OF ALL CLAIMS AND INTERESTS**

Upon the motion (the “**Motion**”)² of Eastman Kodak Company, on behalf of itself and its affiliated debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”), for an order (i)(a) authorizing Kodak Imaging Network, Inc. (“**KIN**”) and Eastman Kodak Company (“**Kodak**” and, together with KIN, the “**Sellers**”) to enter into that certain transfer agreement dated as of March 1, 2012, with Shutterfly, Inc. (the “**Stalking Horse Purchaser**”) as a “stalking-horse” sale agreement (the “**Stalking Horse Purchase Agreement**”), (b) authorizing and approving the Bidding Procedures and the Break-Up Fee, including granting administrative expense status to the Break-Up Fee, (c) approving the Notice Procedures, (d) authorizing the Debtors to file certain documents under seal and (e) setting the time, date and place for the Sale Hearing (as defined below); (ii) authorizing and approving the

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

² All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion, or if not defined in the Motion, are to be given the meanings ascribed to them in the Purchase Agreement.

sale of certain assets of KIN's business "Kodak Gallery", free and clear of all claims and interests, pursuant to section 363 of the Bankruptcy Code, except as set forth in the Stalking Horse Purchase Agreement; and (iii) granting them such other and further relief as the Court deems just and proper; and the Court having entered an order approving, among other things, the Bidding Procedures (the "**Bidding Procedures Order**") based upon the evidence presented at the bidding procedures hearing held on March 20, 2012 (the "**Bidding Procedures Hearing**"); and the Auction (as defined below) having been held in accordance with the Bidding Procedures Order; and at the conclusion of the Auction [●] (the "**Purchaser**") was chosen as the Successful Bidder in accordance with the Bidding Procedures; and the Court having conducted a hearing on the Motion on April 30, 2012 (the "**Sale Hearing**"); and all parties in interest having been heard, or having had the opportunity to be heard, regarding the purchase agreement attached hereto as Exhibit 1 (the "**Purchase Agreement**"), by and among Sellers and the Purchaser, and the transactions contemplated thereby (the "**Transactions**"); and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having reviewed and considered the Motion, and the arguments of counsel made, and the evidence adduced, at the Bidding Procedures Hearing and the Sale Hearing[; and upon consideration of the Sale Declaration]; and upon the record of the Bidding Procedures Hearing and the Sale Hearing and these chapter 11 cases, and after due deliberation thereon, and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. See Fed. R. Bankr. P. 7052.

A. The statutory and legal predicates for the relief requested in the Motion are Sections 105, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9014 and 9018, and Local Rule 6004-1.

B. Notice of the Motion and the Sale Hearing has been provided to (i) the United States Trustee for the Southern District of New York; (ii) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors' Committee; (iii) counsel to all other statutory committees appointed in these chapter 11 cases; (iv) counsel to the agent under the prepetition revolving credit facility; (v) U.S. Bank, National Association, as indenture trustee; (vi) U.S. Bank, National Association, as indenture trustee; (vii) Wilmington Trust, National Association, as indenture trustee; (viii) the Securities and Exchange Commission; (ix) the Internal Revenue Service; (x) the Environmental Protection Agency; (xi) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders; (xii) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of the Second Lien Noteholders; (xiii) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; (xiv) all entities reasonably known to have expressed an interest in a transaction with respect to the Acquired Assets since August 1, 2010 and (xv) all entities reasonably known to have asserted any claim, lien, encumbrance or interest in the Acquired Assets.

C. Based upon the affidavits of service filed with the Court: (a) notice of the Motion and the Sale Hearing was adequate and sufficient under the circumstances of these chapter 11 cases and these proceedings and complied with the various applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Case Management Order and the Bidding Procedures Order, and (b) a reasonable opportunity to object and be heard with respect to the Motion and the relief requested therein was afforded to all interested persons and entities.

D. No further or other notice beyond that described in the foregoing Paragraph B is required in connection with the Transactions.

E. The Sellers and their professionals marketed the Acquired Assets and conducted the marketing and sale process described in the Motion. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Acquired Assets.

F. On March 1, 2012, the Sellers and the Stalking Horse Purchaser entered into the Stalking Horse Purchase Agreement, subject to higher and better offers.

G. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders. The Debtors and their advisors undertook appropriate marketing efforts, and conducted the sale process (including⁴ the Auction) without collusion and in accordance with the Bidding Procedures. The Debtors (a) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets and (c) considered any bids submitted on or before the Bid Deadline (as defined in the Bidding Procedures).

H. After the conclusion of the auction held on April 26, 2012 (the “**Auction**”), the Debtors determined in a valid and sound exercise of their business judgment that the highest and best Qualified Bid (as defined in the Bidding Procedures Order) was that of the Purchaser.

I. Subject to the entry of this Order, each Seller (i) has full power and authority to execute the Purchase Agreement and all other documents contemplated thereby, (ii) has all of the

⁴ For the avoidance of doubt, as used in this Order, “including” means “including without limitation”.

power and authority necessary to consummate the Transactions contemplated by the Purchase Agreement and (iii) has taken all corporate action necessary to authorize and approve the Purchase Agreement and all other documents contemplated thereby, the sale of the Acquired Assets (the “Sale”) and the consummation by the Debtors of the Transactions. No consents or approvals, other than those expressly provided for in the Purchase Agreement or this Order, are required for the Debtors to close the Sale and consummate the Transactions.

J. The Purchase Agreement and the Transactions were negotiated and have been and are undertaken by the Debtors and the Purchaser at arm’s length without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser is purchasing the Acquired Assets in good faith and the Purchaser has otherwise proceeded in good faith in connection with these proceedings in that *inter alia*: (i) the Debtors were free to deal with any other party in connection with the sale of the Acquired Assets; (ii) the Purchaser complied with the provisions in the Bidding Procedures Order; (iii) the Purchaser agreed to subject its bid to the competitive bidding process set forth in the Bidding Procedures Order; and (iv) no common identity of directors or controlling stockholders exists between the Purchaser and any of the Debtors. As a result of the foregoing, the Debtors and the Purchaser are entitled to the protections of section 363(m) of the Bankruptcy Code.

K. The total consideration provided by the Purchaser for the Acquired Assets is the highest and best offer received by the Sellers, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession thereof, or the District of Columbia, for the Acquired Assets.

L. No person or entity or group of persons or entities has offered to purchase the Acquired Assets pursuant to the Bidding Procedures in a transaction that would provide greater value to the Sellers than the Transactions. The Court's approval of the Motion, the Purchase Agreement, and all other documents contemplated thereby is in the best interests of the Debtors, their estates, their creditors and all other parties in interest.

M. The transfer of the Debtors' right, title and interest in the Acquired Assets to the Purchaser will be a legal, valid and effective transfer of the Acquired Assets, and, except for the Permitted Encumbrances (as defined in Section 1.1 of the Purchase Agreement), will vest the Purchaser with all of the Debtors' right, title and interest in and to the Acquired Assets, free and clear of (i) all claims as defined in section 101(5) of the Bankruptcy Code, including all rights or causes of action (whether in law or in equity), obligations, demands, restrictions, indemnities, consent rights, options, contract rights, covenants and interests of any kind or nature whatsoever, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "**Claims**") and (ii) all Interests (as defined herein) of any kind or nature whatsoever.

N. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Transactions if the sale of the Acquired Assets to the Purchaser was not free and clear of all Claims and Interests, except for the Permitted Encumbrances, or if the Purchaser would, or in the future could, be liable for such Claims and Interests. A sale of the Acquired Assets other than one free and clear of all Claims and Interests, except for Permitted Encumbrances, would yield substantially less value for the Debtors' estates, with less certainty, than the Sale. Therefore, the Sale contemplated by the Purchase Agreement is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

O. The Debtors may sell the Acquired Assets free and clear of all Claims and Interests (subject only to Permitted Encumbrances), because, with respect to each creditor asserting a Claim or Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests (other than holders of Permitted Encumbrances) who did not object or who withdrew their objections to the Sale or the Motion are deemed to have consented to the Motion and Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims or Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

P. Neither the Debtors nor the Purchaser engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Transactions to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

Q. The Purchase Agreement and the agreements contemplated thereby were not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Purchaser Parties have entered into the Purchase Agreement or any agreement contemplated thereby or is consummating the Sale with any fraudulent or otherwise improper purpose.

R. The Purchaser is not holding itself out to the public as a continuation of the Debtors and is not an “insider” or “affiliate” of any of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders existed between the Purchaser and any of the Debtors.

S. Entry into the Purchase Agreement, the agreements contemplated thereby and consummation of the Transactions constitute the exercise by the Debtors of sound business judgment, and such acts are in the best interests of the Debtors, their estates and creditors, and all parties in interest. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the Sale of the Acquired Assets to the Purchaser.

T. The Sale pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' parties in interest nor impermissibly dictates the terms of a liquidating plan for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

U. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code. Specifically, the Acquired Assets to be transferred by the Debtors do not include the User Data and Archives of those Gallery Users who opt out of the transfer as provided in KIN's Privacy Notice. Furthermore, Sellers and Purchaser agree to use commercially reasonable efforts to comply with KIN's Terms of Service and Privacy Notice from the date of the Purchase Agreement until the end of the post-closing transition period, including without limitation as it applies to a Gallery User's right to opt out of the transfer contemplated by the Purchase Agreement. Accordingly, appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the Transactions.

V. Time is of the essence in consummating the Sale. In order to maximize the value of the Debtors' assets, it is essential that the sale of the Acquired Assets occur within the time constraints set forth in the Purchase Agreement. Accordingly, there is a cause to lift the stay contemplated by Bankruptcy Rule 6004(h).

W. There is no legal or equitable reason to delay the transactions contemplated by the Purchase Agreement.

X. Exhibit A to the Purchase Agreement contains substantial sensitive commercial information that would be damaging to the Debtors and the Purchaser if such information were to be disclosed to their competitors. Filing this Exhibit to the Purchase Agreement under seal is in the best interests of the Debtors, their estates, and all parties in interest; and therefore

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. All objections with regard to the relief sought in the Motion that have not been withdrawn, waived, settled or otherwise dealt with as expressly provided herein or on the record at the Sale Hearing, are hereby overruled on the merits, with prejudice.
3. Pursuant to sections 105 and 363 of the Bankruptcy Code (a) the Purchase Agreement, the agreements contemplated thereby, the Sale of the Acquired Assets, and consummation of the Transactions are hereby approved and the Debtors are authorized to comply with the Purchase Agreement[, and (b) the Alternate Bid (as defined in the Bidding Procedures) submitted by the Alternate Bidder (as defined in the Bidding Procedures) with a cash purchase price of [•] pursuant to the terms submitted therewith, is hereby approved and authorized as an Alternate Bid and shall remain open as an Alternate Bid pursuant to the terms of the Bidding Procedures Order and the bid terms submitted at the Auction.]
4. [In the event that the Sale contemplated by the Purchase Agreement cannot be consummated, the Alternate Bid shall be and is hereby approved, the execution of the asset sale agreement pursuant to the Alternate Bid by the Debtors is approved and the Debtors are authorized to take such additional steps and execute such additional documents, including the

ancillary agreements contemplated by the Alternate Bid, as may be necessary or desirable for the completion of the Sale and for the conveyance of the Debtors' right, title and interest in and to the Acquired Assets to the Alternate Bidder.]

5. Upon the Closing, (a) the Debtors are hereby authorized to consummate, and shall be deemed for all purposes to have consummated, the sale, transfer and assignment of the Debtors' right, title and interest in the Acquired Assets to the Purchaser free and clear of any and all Claims and Interests pursuant to section 363 of the Bankruptcy Code including all liens, including any lien (statutory or otherwise), Lien (as defined in the Purchase Agreement), mortgage, pledge, security interest, charge, right of first refusal, hypothecation, encumbrance, easement, encroachment, right-of-way, restrictive covenant, rights of offset or recoupment, lease or conditional sale arrangement (collectively, the "**Liens**") and debts, liabilities, obligations, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "**Liabilities**" and together with the Liens, the "**Interests**") other than the Permitted Encumbrances, with such Interests to attach to the sale proceeds in the same validity, extent and priority as existed with respect to the Acquired Assets immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest, and (b) except for the Permitted Encumbrances or as otherwise required under applicable

non-bankruptcy law, all such Interests shall be and hereby are released, terminated and discharged as to the Purchaser and the Acquired Assets.

6. Except with respect to enforcing the terms of the Purchase Agreement, the Bidding Procedures Order or this Order, no person shall take any action to prevent, enjoin or otherwise interfere with the consummation of the Sale of the Acquired Assets and the Transactions, including the transfer to the Purchaser of the Debtors' title to and the right to use and enjoy the Acquired Assets.

7. The transfer of the Debtors' right, title and interest in the Acquired Assets to the Purchaser pursuant to the Purchase Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' right, title and interest in the Acquired Assets, and vests with or will vest in the Purchaser all right, title and interest of the Debtors in the Acquired Assets, free and clear of all Claims and Interests of any kind or nature whatsoever (other than the Permitted Encumbrances), with any Interests attaching to the sale proceeds in the same validity, extent and priority as existed with respect to the Acquired Assets immediately prior to the Transactions, subject to any rights, claims and defenses of the Debtors and other parties in interest.

8. Upon the Closing, and except for the Permitted Encumbrances or as required under applicable non-bankruptcy law, the Purchaser shall not be liable for any Claims against, Interests in or obligations of, the Debtors or any of the Debtors' predecessors or affiliates, as a result of having purchased the Acquired Assets. Without limiting the generality of the foregoing, (a) the Purchaser shall have no liability or obligation to pay wages, bonuses, severance pay, benefits (including contributions or payments on account of any under-funding with respect to any pension plans) or make any other payment to employees of the Debtors, other than as

expressly set forth in the Purchase Agreement, (b) the Purchaser shall have no liability or obligation in respect of any employee pension plan, employee health plan, employee retention program, employee incentive program or any other similar agreement, plan or program to which any Debtors are a party (including liabilities or obligations arising from or related to the rejection or other termination of any such plan, program agreement or benefit), (c) the Purchaser shall in no way be deemed a party to or assignee of any such employee benefit, agreement, plan or program, and (d) all parties to any such employee benefit, agreement, plan or program are enjoined from asserting against the Purchaser any Claims arising from or relating to such employee benefit, agreement, plan or program.

9. The Transactions have been undertaken by the Purchaser in good faith and the Purchaser is a good faith purchaser of the Acquired Assets as that term is used in Bankruptcy Code section 363(m). The Purchaser is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

10. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors and the Purchaser are each hereby authorized to take any and all actions, including the payment of any reasonable fee or cost, necessary or appropriate to: (i) consummate the Sale of the Acquired Assets to the Purchaser and the Closing of the Sale in accordance with the Motion, the Purchase Agreement and this Order; and (ii) perform, consummate, implement and close fully the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement. The Debtors are hereby authorized to perform each of their covenants and undertakings as provided in the Purchase Agreement and the agreements contemplated thereby prior to or after Closing without further order of the Court.

11. The automatic stay pursuant to section 362 of the Bankruptcy Code is modified solely to the extent necessary, without further order of the Court, to allow the Purchaser to (i) give the Debtors any notice provided for in the Purchase Agreement, and (ii) enforce any of its remedies under the Purchase Agreement and any ancillary agreements in accordance with the terms and conditions thereof; *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

12. For the avoidance of doubt, the Transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

13. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale and the Transactions.

14. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required in connection with the consummation of the Transactions.

15. The consideration provided by the Purchaser for the Acquired Assets under the Purchase Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the Sale may not be avoided, or costs or damages imposed or awarded, under section 363(n) or any other provision of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act or any other similar state laws.

16. From and after the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of all of

the Debtors' right, title and interest in the Acquired Assets and a bill of sale transferring good, valid and marketable title in such Acquired Assets to the Purchaser on the Closing Date pursuant to the terms of the Purchase Agreement, free and clear of all Claims and Interests (other than the Permitted Encumbrances).

17. Any and all Acquired Assets in the possession or control of any person or entity, including any vendor, supplier or employee of the Debtors shall be transferred to the Purchaser free and clear of all Claims and Interests (other than the Permitted Encumbrances) and shall be delivered at the time of Closing (or such other time as provided in the Purchase Agreement) to the Purchaser.

18. Upon the Closing, all holders of Claims and Interests (other than holders of Permitted Encumbrances) against the Debtors or the Acquired Assets are permanently and forever barred, restrained and enjoined from asserting any Claims or Interests or enforcing remedies, or commencing or continuing in any manner any action or other proceeding of any kind, against the Purchaser or the Acquired Assets on account of any of the Claims or Interests.

19. This Order is and shall be effective as a determination that, other than the Permitted Encumbrances, all Claims and Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

20. If any person or entity that has filed statements or other documents or agreements evidencing Interests in the Acquired Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary

for the purpose of documenting the release of all Interests (other than the Permitted Encumbrances) that such person or entity has or may assert with respect to the Acquired Assets, the Debtors and the Purchaser are each hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets; *provided, however*, that this paragraph 20 shall not apply to the agent or collateral agent under the Debtors' secured Debtor-in-Possession Credit Agreement, dated as of January 20, 2012 (as amended from time to time, the "**DIP Credit Agreement**").

21. Each and every federal, state and governmental agency or department, and any other person or entity, is hereby authorized to accept any and all documents and instruments in connection with or necessary to consummate the Transactions.

22. No governmental unit may revoke or suspend any right or other permission relating to the use of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

23. All net proceeds from the consummation of the Sale or the Alternative Transaction (as defined in the Stalking Horse Purchase Agreement) shall be treated in accordance with (i) the terms of the DIP Credit Agreement (including, but not limited to, the mandatory prepayment obligations under Section 2.10(b) of the DIP Credit Agreement) and (ii) any order of this Court approving the debtor-in-possession financing provided for thereunder (the "**DIP Financing**").

24. To the extent there is any inconsistency between the terms of this Order and the terms of the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Order shall govern.

25. Except as expressly provided in this Order or the Purchase Agreement, nothing in this Order shall be deemed to waive, release, extinguish or estop the Debtors, their estates or their creditors from asserting or otherwise impair or diminish any right (including any right of recoupment), claim, cause of action, defense, offset or counterclaim in respect of any asset that is not an Acquired Asset.

26. Nothing in this Order, the Purchase Agreement or the Transactions shall create a license, express or implied, to any Kodak or KIN intellectual property, including without limitation, any license to the patents asserted in a certain litigation, *Eastman Kodak Company v. Shutterfly, Inc.*, Civil Action No. 10-1079-SLR, now pending in the United States District Court for the District of Delaware (“**Shutterfly Litigation**”). Notwithstanding the foregoing, no revenue generated by Kodak Gallery prior to the 60th day following the Closing Date shall be subject to damages in the Shutterfly Litigation.

27. This Order shall not be modified by any chapter 11 plan confirmed in these chapter 11 cases or subsequent order of this Court unless expressly consented to in writing by the Purchaser.

28. This Order shall be binding in all respects upon all creditors and interest holders of any of the Debtors, the Creditors’ Committee, the Ad Hoc Committee of the Second Lien Noteholders, all successors and assigns of the Debtors and their affiliates and subsidiaries, and any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Debtors’ bankruptcy cases or upon a conversion to chapter 7 under the Bankruptcy Code, and the Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

29. The failure specifically to include or make reference to any particular provisions of the Purchase Agreement or any ancillary agreement contemplated thereby in this Order shall

not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement is authorized and approved in its entirety.

30. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, including the authority to: (1) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order) and the terms of the Purchase Agreement, the ancillary agreements contemplated thereby, all amendments thereto and any waivers and consents thereunder; (2) protect the Purchaser, or the Acquired Assets, from and against any Claims or Interests; (3) compel delivery of all Acquired Assets to the Purchaser; (4) compel the Purchaser and the Debtors to perform all of their obligations under the Purchase Agreement; (5) resolve any disputes arising under or related to the Purchase Agreement, the Sale or the Transactions; and (6) provide any further relief that is necessary or appropriate in furtherance of this Order or the Transactions.

31. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented through a written document signed by the parties thereto in accordance with the terms thereof; *provided, that*, (a) an order of the Court has approved such modification, amendment, or supplement; (b) without further order of the Court, each of the Creditors' Committee and the Ad Hoc Committee of Second Lien Noteholders have consented in writing to such modification, amendment, or supplement (such consent not to be unreasonably withheld, conditioned or delayed), provided that the DIP Agent shall have been provided two days written notice of such modification, amendment or supplement; or (c) without further order of the Court or written consent of the Creditors' Committee and the Ad Hoc Committee of Second Lien Noteholders, such modification, amendment or supplement is not material. The Debtors are hereby authorized to perform each

of their covenants and undertakings as provided in the Purchase Agreement prior to or after Closing without further order of the Court.

32. Notwithstanding any provision in the Bankruptcy Rules or the Local Rules to the contrary, (i) the terms of this Order shall be immediately effective and enforceable upon its entry, (ii) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and (iii) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.⁵

33. The provisions of this Order are nonseverable and mutually dependent.

34. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transaction contemplated by the Purchase Agreement based upon any arrangement made by or on behalf of the Debtors.

35. This Order applies only to assets owned by the Debtors. Consequently, notwithstanding any other provision of this Order or the Purchase Agreement to the contrary, the portions of this Order that approve the transfer of the Acquired Assets to the Purchaser free and clear of all Claims and Interests (other than the Permitted Encumbrances), or that modify, enjoin, release or otherwise limit the rights of creditors of entities transferring Acquired Assets, apply only to Acquired Assets to the extent owned by the Debtors and do not apply to any assets to the extent owned by non-debtor entities.

36. The Sellers are hereby authorized and empowered to apply to any court, tribunal, regulatory, administrative or other governmental body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and shall provide reasonably

⁵ The Debtors reserve the right to incorporate the 14-day stay if appropriate in light of the views of the Court or any objecting party.

prompt notice of such action to the Creditors' Committee, the Second Lien Noteholders Committee, and Citicorp North America, Inc., as agent for the Debtors' postpetition secured lenders.

37. Exhibit A to the Purchase Agreement shall be kept segregated and under seal by the Clerk of Court and shall not be made publicly available pursuant to sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018.

38. The requirements set forth in Local Rule 9013-1(b) are satisfied.

39. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

Dated: [•], 2012
New York, New York

Allan L. Gropper
United States Bankruptcy Judge