

EXHIBIT D

Engagement Letter

Execution Version

J.P. MORGAN SECURITIES LLC
383 Madison Avenue
New York, New York 10179

BARCLAYS BANK PLC
745 Seventh Avenue
New York, New York 10019

MERRILL LYNCH,
PIERCE, FENNER &
SMITH INCORPORATED
One Bryant Park
New York, New York 10036

JPMORGAN CHASE BANK, N.A.
383 Madison Avenue
New York, New York 10179

June 19, 2013

Eastman Kodak Company
343 State Street
Rochester, New York 14650
Attention: William Love, Treasurer

Engagement Letter

Ladies and Gentlemen:

You have advised JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), J.P. Morgan Securities LLC ("JPMorgan"), Barclays Bank PLC ("Barclays") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS") and, together with JPMorgan Chase Bank, JPMorgan and Barclays, the "Engagement Parties", "us" or "we" that Eastman Kodak Company and certain of its subsidiaries (collectively, the "Company" or "you") (i) have commenced voluntary cases (the "Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), (ii) expect the Company and its subsidiaries to be reorganized pursuant to the Chapter 11 plan of reorganization filed by the Company on April 30, 2013 (as amended, waived or supplemented from time to time prior to the date hereof and, to the extent amended, waived or supplemented on or after the date hereof, such amendments, waivers or supplements that are not adverse (as determined in good faith by each of the Administrative Agents and the Engagement Parties) to the rights and interests of each of the Administrative Agents and the Engagement Parties and the Lenders and their respective affiliates, in their capacities as such, the "Plan"), (iii) intend to obtain a \$420,000,000 senior secured first lien term loan facility (the "First Lien Term Loan Facility") and (iv) intend to obtain a \$275,000,000 senior secured second lien term loan facility (the "Second Lien Term Loan Facility", and together with the First Lien Term Loan Facility, the "Facilities"), with the proceeds of the Facilities to be used to, among other things, refinance the DIP Term Loan Credit Agreement (as defined in the Plan, the "DIP Credit Agreement") and to finance the Company's emergence from Chapter 11 of the Bankruptcy Code. In connection therewith, the Company has requested that we agree to structure, arrange and syndicate the Facilities. Capitalized terms used but not defined herein are used with the meanings assigned to them on the Exhibits attached hereto (such Exhibits, together with this letter, collectively, the "Engagement Letter"). As used herein, the term "Transactions" means, collectively, the entering into and funding of the Facilities, the refinancing of the DIP Credit Agreement, the consummation of the Plan, the payment of fees and expenses in connection therewith and any other transactions ancillary to the foregoing (including the rights offering contemplated

by the Plan). The date on which the initial funding under the Facilities occurs is referred to as the "Closing Date".

1. Engagements

In connection with the Transactions each of the Engagement Parties is pleased to advise you of its agreement to, and each of the Engagement Parties is hereby engaged to, use its commercially reasonable efforts to assemble a syndicate of Lenders (as defined below) to provide the Facilities, in each case upon the terms and conditions set forth in this letter and Exhibits A, B and C hereto (collectively, the "Term Sheets").

2. Titles and Roles

It is agreed that:

(i) each of JPMorgan, Barclays and MLPFS will act as joint lead arranger and joint bookrunner for the Facilities (acting in such capacities, the "Lead Arrangers"), with JPMorgan having "left-lead" placement on all marketing materials for the Facilities, (ii) JPMorgan Chase Bank will act as sole administrative agent for the First Lien Term Loan Facility and (iii) an entity to be mutually agreed upon by the Engagement Parties and the Borrower will act as administrative agent for the Second Lien Term Loan Facility.

You agree that no other agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by the Term Sheets and the Fee Letters referred to below) will be paid in connection with the Facilities unless you and we shall so reasonably agree.

It is understood and agreed that this Engagement Letter shall not constitute or give rise to any commitment or obligation of JPMorgan, JPMorgan Chase Bank, Barclays or MLPFS to provide any financing (which commitment or obligation, if any, would only be set forth in a separate agreement) in connection with the Facilities or give rise to any obligation or commitment to provide, arrange or syndicate any other financing. In addition you acknowledge and agree that this Engagement Letter is not a guarantee with respect to the successful outcome of the Facilities.

3. Syndication

We intend to syndicate the Facilities to a group of lenders identified by us in consultation with you (the "Lenders"); provided that the final selection of prospective Lenders, the final selection of Lenders and the final allocation of commitments among the Lenders shall be subject to your consent. Notwithstanding the foregoing, the Engagement Parties will not syndicate, participate to or otherwise assign any portion of a commitment under the Term Facility to those persons that are (i) competitors that are directly or indirectly engaged in the same or similar line of business as you or your subsidiaries (each a, "Competitor") and their respective affiliates, in each case that have been specifically identified by name in writing by you to us on or prior to the date hereof and (ii) certain banks, financial institutions and other institutional lenders and investors that have been specifically identified by name in writing by you to us on or prior to the date hereof (collectively clauses (i) and (ii), the "Disqualified Institutions"); provided that the Borrower, upon reasonable notice to the Engagement Parties after the date hereof, shall be permitted to supplement by name in writing the list of persons that are Disqualified Institutions to the extent such supplemented person becomes a Competitor (or becomes an affiliate of a Competitor (other than affiliates that are bona fide diversified debt funds that are not operating companies or affiliates of operating companies)) after the date hereof, which supplement shall be in the form of a list provided to

the Administrative Agent and the Engagement Parties and become effective three (3) business days after the date of such delivery, but which shall not apply retroactively to disqualify any parties that have previously acquired an allocation, assignment or participation interest in the Term Loans. The Engagement Parties intend to commence syndication efforts promptly after entry of the Engagement Order (as defined below) on the docket of the Cases and will perform the duties and exercise the authority customarily performed and exercised by them in the role of joint lead arranger and joint bookrunner, and you agree to use your commercially reasonable efforts prior to the earlier of termination of this Engagement Letter and the Closing Date of the Facilities (the "Assistance Period") to actively assist the Engagement Parties in completing a syndication satisfactory to the Engagement Parties. During such Assistance Period, such assistance shall include (A) your using commercially reasonable efforts to ensure that the syndication efforts benefit from your and your affiliates' existing banking relationships, (B) facilitating direct contact between your senior management and advisors and the proposed Lenders, (C) your preparing and providing to the Engagement Parties customary information with respect to you and your subsidiaries, including customary financial information and Projections (as defined below), as the Engagement Parties may reasonably request in connection with the arrangement and syndication of the Facilities and your assistance in the preparation of one or more confidential information memoranda (each, a "Confidential Information Memorandum") and other customary marketing materials to be used in connection with the syndication (all such information, memoranda and material, "Information Materials"), (D) your hosting, with the Engagement Parties, of one or more meetings of prospective Lenders at times and locations to be mutually agreed, (E) your using your commercially reasonable efforts to obtain (x) corporate credit and/or corporate family ratings for the Company and (y) ratings for the Facilities, in each case from each of Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Financial Services LLC ("S&P") as soon as practicable (it being understood that the rating from S&P may not be obtained prior to the Closing Date), and (F) your ensuring that there is no competing offering, placement, arrangement or syndication of any debt securities or bank financing (other than (i) purchase money and equipment financings and ordinary course capital leases and (ii) the Facilities and as otherwise provided in the Plan (including, for the avoidance of doubt, an asset-based revolving credit facility in an aggregate amount of up to \$200 million (the "Revolving Facility"))) or announcement thereof by or on behalf of you and your subsidiaries; in each case, which in the reasonable judgment of the Engagement Parties would materially impair syndication of the Facilities.

The Engagement Parties will manage, in consultation with you, all aspects of the syndication, including decisions as to the selection of institutions to be approached and when they will be approached, when commitments will be accepted, which institutions will participate, the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders subject to your rights set forth in the preceding paragraph. You hereby acknowledge and agree that the Engagement Parties will have no responsibility other than to arrange the syndication as set forth herein and in no event shall the Engagement Parties be subject to any fiduciary or other implied duties in connection with the transactions contemplated hereby.

At the request of the Engagement Parties, you agree to assist in the preparation of a version of each Confidential Information Memorandum or other Information Material (a "Public Version") consisting exclusively of information with respect to you and your affiliates that is either publicly available or not material with respect to you and your affiliates or any of your or their respective securities for purposes of United States federal and state securities laws (such information, "Non-MNPI"). Such Public Versions, together with any other information prepared by you or your affiliates or representatives and conspicuously marked "Public" (collectively, the "Public Information"), which at a minimum means that the word "Public" will appear prominently on the first page of any such information, may be distributed by us to prospective Lenders who have advised us that they wish to receive only Non-MNPI ("Public Side Lenders"). You acknowledge and agree that, in addition to Public Information and unless (after being given a reasonable opportunity to review) you promptly notify us

otherwise, (a) drafts and final definitive documentation with respect to the Facilities, (b) administrative materials prepared by the Engagement Parties for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) notifications of changes in the terms of the Facilities may be distributed to Public Side Lenders. You acknowledge that Engagement Party public-side employees and representatives who are publishing debt analysts may participate in any meetings held pursuant to clause (D) of the second preceding paragraph; provided that such analysts shall not publish any information obtained from such meetings (i) until the syndication of the Facilities has been completed upon the making of allocations by the Lead Arrangers and the Lead Arrangers freeing the Facilities to trade or (ii) in violation of any confidentiality agreement between you and the relevant Engagement Party.

In connection with our distribution to prospective Lenders of any Confidential Information Memorandum and, upon our request, any other Information Materials, you will execute and deliver to us a customary authorization letter authorizing such distribution and, in the case of any Public Version thereof or other Public Information, representing that it only contains Non-MNPI. Each Confidential Information Memorandum will be accompanied by a disclaimer exculpating you and us with respect to any use thereof and of any related Information Materials by the recipients thereof.

4. Information

You hereby represent and warrant that (a) all information (including all Information Materials), other than the Projections and information of a general economic or industry specific nature (the "Information"), that has been or will be made available in writing to us by you or any of your representatives (on your behalf) in connection with the transactions contemplated hereby, when taken as a whole, does not or will not, when furnished to us, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements thereto and other public filings with the U.S. Bankruptcy Court and the U.S. Securities and Exchange Commission) and (b) the financial projections, estimates, forecasts and other forward-looking information concerning the Company (the "Projections") that have been or will be made available to us in writing by you or any of your representatives (on your behalf) in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished to us (it being recognized by the Engagement Parties that such Projections are not to be viewed as facts and that actual results during the period or periods covered by any such Projections may differ from the projected results, and such differences may be material). You agree that if, at any time prior to the earlier of the Closing Date and the termination of the Engagement Letter, you become aware that any of the representations in the preceding sentence would be incorrect if the same was remade, in any material respect, then you will promptly supplement the Information and the Projections so that such representations when remade would be correct, in all material respects, under those circumstances. You understand that in arranging and syndicating the Facilities we may use and rely on the Information and Projections without independent verification thereof.

5. Fees

As consideration for the agreements of the Engagement Parties hereunder, you agree to pay or cause to be paid the nonrefundable fees described in (i) the Arranger Fee Letter dated the date hereof and delivered herewith (the "Arranger Fee Letter") on the terms and subject to the conditions set forth therein and (ii) each of the Administrative Agent Fee Letters dated the date hereof and delivered herewith (the "Administrative Agent Fee Letters") and, together with the Arranger Fee Letter, the "Fee Letters") on the terms and subject to the conditions set forth therein.

6. Conditions

Each Engagement Party's agreements hereunder are subject only to the conditions set forth in this Section 6 and (a) in the case of the First Lien Term Loan Facility, Exhibit A under the heading "CERTAIN CONDITIONS – Initial Conditions" and Exhibit C and (b) in the case of the Second Lien Term Loan Facility, Exhibit B under the heading "CERTAIN CONDITIONS – Initial Conditions" and Exhibit C.

Each Engagement Party's agreements hereunder are further subject to (a) since December 31, 2012 and after taking into account the Transactions and after giving effect to the consummation of the Plan, there not having been any change, development or event that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, properties, assets, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, other than as a result of (i) events leading up to, resulting from and following the commencement of the Cases or the continuation and prosecution thereof (including the announcement of the filing) and (ii) any circumstances disclosed in that certain Disclosure Statement dated as of April 30, 2013 (as supplemented or otherwise modified as of the date hereof), (b) your performance in all material respects of (i) all your obligations hereunder to provide information and otherwise assist in the efforts to syndicate the Facilities and to ensure that there is no competing financing or announcement thereof as set forth in Section 3, and (ii) all your obligations hereunder and under the Fee Letters to pay fees and expenses, (c) entry on or before June 27, 2013 (as such date may be extended in the sole discretion of the Engagement Parties) of an order by the Bankruptcy Court in the Cases, in form and substance reasonably satisfactory to the Engagement Parties (the "Engagement Order"), authorizing the Company and the Guarantors (as defined in the Term Sheets) to pay the fees and expenses set forth herein and in the Fee Letters and otherwise authorizing the Company and the Guarantors to accept, and incur their respective obligations under, this Engagement Letter and the Fee Letters, which order (i) shall specifically provide, among other things, that the right to receive all amounts due and owing to each of the Lenders and the Engagement Parties, including the fees as set forth herein and in the Fee Letters and reimbursement of all reasonable costs and expenses incurred in connection with the transactions contemplated herein and as set forth herein and in the Fee Letters, shall be entitled to priority as administrative expense claims under Sections 503(b) and 507(a)(2) of the Bankruptcy Code, whether or not the Facilities are consummated and (ii) shall not be amended in any manner without the consent of the Engagement Parties, such consent not to be unreasonably withheld, (d) the Cases not being dismissed and there being no appointment in any of the Cases of a trustee or examiner with expanded powers to control or direct the estates and (e) one or more of the Company's foreign subsidiaries that is a Material Subsidiary (as defined in the form of exit facility agreement attached as an exhibit to the existing DIP Credit Agreement) not being subject to any insolvency proceeding, whether under the Bankruptcy Code or insolvency law in any foreign jurisdiction.

7. Indemnification and Expenses

You agree (a) to indemnify and hold harmless the Engagement Parties, their affiliates, their successors and their respective directors, officers, employees, advisors, agents and other representatives (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Engagement Letter, the Fee Letters, the Facilities, the use of the proceeds thereof or the Transactions or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each indemnified person upon demand for any reasonable and documented legal or other out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply (i) to losses, claims, damages, liabilities

or related expenses to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the willful misconduct, bad faith or gross negligence of such indemnified person or its control affiliates, directors, officers or employees (collectively, the “Related Parties”); provided that you shall only be obligated to reimburse fees and expenses for one outside counsel to such indemnified persons, taken as a whole and one local counsel in each relevant material jurisdiction, and, in the case of an actual or perceived conflict of interest, of another counsel for each such affected indemnified persons in each relevant jurisdiction, and, to the extent required by the subject matter, one specialist counsel for each such specialized area of law in each appropriate jurisdiction, (ii) to the extent arising solely from any dispute solely among the Related Parties, other than claims against any Engagement Party in its capacity or in fulfilling its role as agent or arranger or any similar role under any facility, and other than any dispute involving any act or omission of you or your affiliate and (iii) to the extent arising as a result of a material breach of this Engagement Letter by an Engagement Party and (b) regardless of whether the Closing Date occurs, to reimburse each Engagement Party and its affiliates for all reasonable and documented out-of-pocket expenses that have been invoiced prior to the Closing Date (including due diligence expenses), arrangement and syndication expenses, consultants’ fees and expenses, if any, travel expenses, and the fees, charges and disbursements of counsel) incurred in connection with each of the Facilities and any related documentation (including this Engagement Letter and the definitive financing documentation) or the administration, amendment, modification or waiver thereof; provided that you shall only be obligated to reimburse fees and expenses for one outside counsel (which shall be Simpson, Thacher and Bartlett LLP), one local counsel in each relevant jurisdiction and, to the extent required by the subject matter, one specialist counsel for each such specialized area of law in each appropriate jurisdiction, to the Engagement Parties and their affiliates and the Administrative Agents, taken as a whole. Upon acceptance of this Engagement Letter and entry of the Engagement Order, you will deliver to JPMorgan a deposit of \$150,000 (the “Deposit”) to cover such fees and expenses. On the Closing Date, the remaining balance of the Deposit, if any, will be applied to closing costs. It is further agreed that each Engagement Party shall only have liability to you (as opposed to any other person) and that each Engagement Party shall be liable solely in respect of its own agreements with respect to the Facilities on a several, and not joint, basis with any other Engagement Party. No indemnified person shall be liable for any damages arising from the use by others of Information or other materials obtained through electronic, telecommunications or other information transmission systems, except to the extent any such damages are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the gross negligence, bad faith or willful misconduct of such indemnified person (or any of its Related Parties). None of the indemnified persons or you or any of your affiliates or your respective successors or the respective directors, officers, employees, advisors, and agents of the foregoing shall be liable for any indirect, special, punitive or consequential damages in connection with this Engagement Letter, the Fee Letter, the Facilities or the transactions contemplated hereby, provided that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 7.

8. Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities

You acknowledge that each Engagement Party (or an affiliate) is a full service securities firm and such person may from time to time effect transactions, for its own or its affiliates’ account or the account of customers, and hold positions in loans, securities or options on loans or securities of you or your affiliates and of other companies that may be the subject of the transactions contemplated by this Engagement Letter. In addition, each Engagement Party and its affiliates will not use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by such Engagement Party and its affiliates of services for other companies or persons and the Engagement Party and its affiliates will not furnish any such information to any of their other customers. You also acknowledge that the Engagement Parties and

their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Engagement Parties is intended to be or has been created in respect of any of the transactions contemplated by this Engagement Letter, irrespective of whether the Engagement Parties have advised or are advising you on other matters, (b) the Engagement Parties, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Engagement Parties, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Engagement Letter, (d) you have been advised that the Engagement Parties are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Engagement Parties have no obligation to disclose such interests and transactions to you, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Engagement Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and (g) none of the Engagement Parties has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Engagement Party and you or any such affiliate.

9. Confidentiality

This Engagement Letter is delivered to you on the understanding that neither this Engagement Letter nor the Fee Letters nor any of their terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) this Engagement Letter (including any exhibits and annexes hereto) may be provided to the Bankruptcy Court and filed on the Bankruptcy Court's docket to obtain its approval for any of the Company and its subsidiaries to execute, deliver and perform its obligations hereunder, so long as any pleadings or filings with respect to this Engagement Letter shall be reasonably acceptable to the Lead Arrangers, (b) after execution and delivery by the Company and us, but before being filed on the Bankruptcy Court's docket to the extent permitted by this Section 9, this Engagement Letter may be disclosed to the official advisors to any statutorily appointed committee in connection with the Cases so long as the disclosure to such advisors is on a confidential "professionals only" basis, (c) you and your officers, directors, employees, affiliates, members, partners, stockholders, attorneys, accountants, auditors, agents and advisors, in each case on a confidential and need-to-know basis, (d) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation (including the Securities Exchange Act of 1934) or as requested by a governmental authority (in which case you agree, to the extent permitted by law, to inform us promptly in advance thereof), (e) upon notice to the Engagement Parties, this Engagement Letter and the existence and contents hereof (but not the Fee Letters or the contents thereof other than the existence thereof and the contents thereof as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other required filings) may be disclosed in any syndication or other marketing material in connection with the Facilities or in connection with any public filing requirement, (f) the Term Sheets may be disclosed to potential Lenders and to any rating agency in connection with the Facilities, (g) the Term Sheets may be disclosed on a "professional eyes only" basis to the proposed backstop parties (as of the date hereof) pursuant to any rights offering as described in paragraph 11 of Exhibit C and (h) to implement the Transactions, the Fee Letters may be disclosed only to the Bankruptcy Court, the US Trustee and, on a confidential and "professional eyes only" basis, to (x) any statutorily appointed committee in connection with the Cases and (y) the Ad Hoc Committee of Second Lien Noteholders (provided that in a filing with the Bankruptcy Court, the Fee Letters shall only be filed (x)

under seal pursuant to an order reasonably acceptable to the Lead Arrangers or (y) in a redacted form reasonably acceptable to the Lead Arrangers).

The Engagement Parties shall use all nonpublic information received by them in connection with the Transactions and the related transactions solely for the purposes of providing the services that are the subject of this Engagement Letter and shall treat confidentially all such information; provided, however, that nothing herein shall prevent any Engagement Party from disclosing any such information (a) to rating agencies, (b) to any Lenders or participants or prospective Lenders or participants, (c) in any legal, judicial, administrative proceeding or other compulsory process or as required by applicable law or regulations (in which case such Engagement Party shall promptly notify you, in advance, to the extent permitted by law and, at your request and expense, cooperate in your seeking a protective order in respect thereof or similar relief with respect to such disclosure), (d) upon the request or demand of any regulatory authority having jurisdiction over such Engagement Party or its affiliates (in which such Engagement Party or affiliate shall, except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory body exercising examination or regulatory authority, promptly notify you, in advance, to the extent permitted by law and, at your request and expense, cooperate in your seeking a protective order in respect thereof or similar relief with respect to such disclosure), (e) to the employees, legal counsel, independent auditors, professionals and other experts or agents of such Engagement Party (collectively, "Representatives") who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of its respective affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential, and such Engagement Party shall be responsible for its affiliates' compliance with this paragraph) solely in connection with the Transactions and any related transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by such Engagement Party, its affiliates or Representatives in breach of this Engagement Letter, (h) for purposes of establishing a "due diligence" defense and (i) in connection with the enforcement of rights hereunder; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis in accordance with the standard syndication processes of such Engagement Party or customary market standards for dissemination of such type of information. The provisions of this paragraph shall automatically terminate one year following the date of this Engagement Letter.

10. Miscellaneous

Except as expressly provided herein, neither you nor we may assign any of our respective rights under this Engagement Letter without the prior written consent of all other parties hereto, which may be given or withheld in such party's sole discretion (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and the indemnified persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the indemnified persons to the extent expressly set forth herein. The Engagement Parties reserve the right to employ the services of their affiliates in providing services contemplated hereby and to allocate, in whole or in part, to their affiliates certain fees payable to the Engagement Parties in such manner as the Engagement Parties and their affiliates may agree in their sole discretion. This Engagement Letter may not be amended or waived except by an instrument in writing signed by you and each Engagement Party. This Engagement Letter may be terminated by you in the case of our material breach of our obligations under this Engagement Letter. This Engagement Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Engagement Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as

delivery of a manually executed counterpart hereof. This Engagement Letter and the Fee Letters are the only agreements that have been entered into among us and you with respect to the Facilities and set forth the entire understanding of the parties with respect thereto. This Engagement Letter and any claim or controversy arising hereunder or related hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of (a) during the period from the date hereof to the effective date of the Plan, the Court or (b) if the Court declines to exercise jurisdiction and from and after the effective date of the Plan, then any state or federal court sitting in the Borough of Manhattan in the City of New York, over any suit, action or proceeding arising out of or relating to this Engagement Letter, the Fee Letters, and the transactions contemplated thereby. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of the Transactions, this Engagement Letter or the Fee Letters or the performance of services hereunder or thereunder.

Each of the Engagement Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Borrower and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow such Lender to identify the Borrower and each Guarantor in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Engagement Parties and each Lender.

The indemnification, fee, expense, jurisdiction, syndication and confidentiality provisions contained herein and in the Fee Letters shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Engagement Letter; provided that your obligations under this Engagement Letter (other than your obligations with respect to (a) assistance to be provided in connection with the syndication thereof (including as to the provision of information and representations with respect thereto) and (b) confidentiality) shall automatically terminate and be superseded, to the extent comparable, by the provisions of the Facilities Documentation upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time, in each case to the extent the Facilities Documentation has comparable provisions with comparable coverage.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Engagement Letter and the Fee Letters by returning to us executed counterparts of this Engagement Letter and the Fee Letters not later than 12:00 noon, New York City time, on June 19, 2013. This offer will automatically expire at such time if we have not received such executed counterparts in accordance with the preceding sentence.

We are pleased to have been given the opportunity to assist you in connection with this important financing.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

J.P. MORGAN SECURITIES LLC

By: _____
Name:
Title:

BARCLAYS BANK PLC

By: _____
Name:
Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____
Name:
Title:

Accepted and agreed to as of the date first written above:

EASTMAN KODAK COMPANY

By: _____
Name:
Title:

EXHIBIT A

\$420 million
Senior Secured First Lien Term Loan Facility
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the First Lien Term Loan Facility. Capitalized terms used but not defined shall have the meanings set forth in the Engagement Letter to which this Exhibit A is attached and in Exhibits B, C and D attached thereto.

1. PARTIES

Borrower: Eastman Kodak Company (the "Borrower").

Guarantors: Each of the Borrower's direct and indirect, existing and future, domestic subsidiaries (other than Immaterial Subsidiaries, Unrestricted Subsidiaries, any subsidiary prohibited by applicable law from providing a guarantee, any domestic subsidiary that has no material assets other than equity interests in one or more subsidiaries that are "controlled foreign corporations" ("CFC's") within the meaning of Section 957 of the Internal Revenue Code ("Qualified CFC Holding Company"), any direct or indirect subsidiary of a CFC or Qualified CFC Holding Company and any other subsidiary as agreed by Administrative Agent and the Borrower that providing a guaranty would result in a material adverse tax consequence) (the "Guarantors"; together with the Borrower, the "Loan Parties"). Any guarantor under the Revolving Facility or Second Lien Term Loan Facility must also be a Guarantor under the First Lien Term Facility. The obligations of the Loan Parties shall not include any "excluded swap obligations" (to be defined in a customary manner for transactions of this type) after giving effect to a customary "keepwell" provided by the Loan Parties.

Joint Lead Arrangers and
Joint Bookrunners:

J.P. Morgan Securities LLC, Barclays Bank PLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (in such capacity, the "Lead Arrangers").

Administrative Agent:

JPMorgan Chase Bank, N.A. (in such capacity, the "Administrative Agent").

Lenders: A syndicate of banks, financial institutions and other entities arranged by the Engagement Parties in consultation with the Borrower (collectively, the “Lenders”); provided that the Lenders shall not include Disqualified Institutions.

2. FIRST LIEN TERM LOAN FACILITY

Type and Amount: A six-year term loan facility (the “First Lien Term Loan Facility”) in the amount of \$420 million (the loans thereunder, the “First Lien Term Loans”).

Maturity and Amortization: The First Lien Term Loans will mature on the date that is six years after the Closing Date (the “First Lien Term Maturity Date”).

The First Lien Term Loans shall be repayable in equal quarterly installments in an aggregate annual amount equal to 1% of the original amount of the First Lien Term Loan Facility. The balance of the First Lien Term Loans will be repayable on the First Lien Term Maturity Date.

Availability: The First Lien Term Loans shall be made in a single drawing on the Closing Date. Repayments and prepayments of the First Lien Term Loans may not be reborrowed.

Use of Proceeds: The proceeds of the First Lien Term Loans will be used (i) to refinance the New Money Loans and the Junior Loans (each as defined in the DIP Term Loan Agreement) and (ii) for general corporate purposes and working capital needs of the Borrower and its subsidiaries.

Incremental Facility: The First Lien Term Loan Credit Documentation will permit the Borrower to add one or more incremental term loan facilities to the First Lien Term Loan Facility (each, an “Incremental Facility”) in an aggregate principal amount of up to \$50,000,000; provided that (i) no Lender will be required to participate in any such Incremental Facility, (ii) no event of default or default exists or would exist after giving effect thereto, (iii) on a pro forma basis after giving effect to the incurrence of any such Incremental Facility (and after giving effect to other permitted pro forma adjustment events and any permanent repayment of indebtedness after the beginning of the relevant determination period but prior to or simultaneous with such borrowing), the Secured Net Leverage Ratio (to be defined in a mutually agreeable manner) of the Borrower shall be no greater than a ratio to be mutually agreed, (iv) the representations and warranties in the First Lien Term Loan Credit Documentation shall be true and correct in all material respects immediately prior to, and after giving effect to, the incurrence of such Incremental Facility, (v) the maturity date and weighted average

life to maturity of any such Incremental Facility shall be no earlier than the maturity date and weighted average life to maturity, respectively, of the First Lien Term Loan Facility, (vi) the interest rates and amortization schedule applicable to any Incremental Facility shall be determined by the Borrower and the lenders thereunder; provided that the all-in yield (whether in the form of interest rate margins, original issue discount, upfront fees or LIBOR/ABR floors) applicable to any Incremental Facility will not be more than 0.50% higher than the corresponding all-in yield (giving effect to interest rate margins, original issue discount, upfront fees and LIBOR/ABR floors) for the existing First Lien Term Loan Facility, unless the interest rate margins with respect to the existing First Lien Term Loan Facility is increased by an amount equal to the difference between the all-in yield with respect to the Incremental Facility and the corresponding all-in yield on the existing First Lien Term Loan Facility minus 0.50%, (vii) any Incremental Facility shall be on terms and pursuant to documentation to be determined, provided that, to the extent such terms and documentation are not consistent with the First Lien Term Loan Facility (except to the extent permitted by clause (v) or (vi) above), they shall be reasonably satisfactory to the Administrative Agent and (viii) the Administrative Agent must consent (such consent not to be unreasonably withheld, conditioned or delayed) to any lender under an Incremental Facility that is not at such time a Lender under the First Lien Term Loan Facility. The proceeds of the Incremental Facilities shall be used for general corporate purposes of the Borrower and its subsidiaries including permitted acquisitions and working capital.

3. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates: As set forth on Annex I.

Optional Prepayments: First Lien Term Loans may be prepaid, in whole or in part without premium or penalty (except as provided below), in minimum amounts to be agreed, at the option of the Borrower at any time upon one day's (or, in the case of a prepayment of Eurodollar Loans (as defined in Annex I hereto), three days') prior notice, subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Eurodollar Loans prior to the last day of the relevant interest period. Optional prepayments of the First Lien Term Loans shall be applied as directed by the Borrower.

[Redacted].

Mandatory Prepayments: Mandatory prepayments of First Lien Term Loans shall be required from:

(a) 100% of the net cash proceeds from any non-ordinary course sale or other disposition of assets (including as a result of casualty or condemnation) by the Borrower and its subsidiaries (subject to exceptions and reinvestment rights to be agreed);

(b) 100% of the net cash proceeds from issuances or incurrences of debt by the Borrower and its subsidiaries (other than indebtedness permitted by the Facilities); and

(c) 50% (stepping down to (i) 25% at any time that the Secured Net Leverage Ratio is less than a ratio to be mutually agreed and (ii) 0% at any time that the Secured Net Leverage Ratio is less than a ratio to be mutually agreed) of annual Excess Cash Flow (to be defined in a manner to be agreed) of the Borrower and its subsidiaries, beginning with the fiscal year ended December 31, 2014.

All mandatory prepayments of Term Loans will be applied first to scheduled installments thereof occurring within the next 12 months in direct order of maturity and second ratably to the remaining respective installments thereof. Mandatory prepayments of the First Lien Term Loans may not be reborrowed.

4. COLLATERAL

Collateral:

Subject to the Documentation Principles (as defined below) and in any event no less favorable than the form of exit facility agreement attached as an exhibit to the existing DIP Credit Agreement and subject to exclusions and limitations to be agreed, the obligations of each of the Borrower and the Guarantors in respect of the First Lien Term Loan Facility shall be secured by (a) a perfected first priority security interest in all of its tangible and intangible assets other than the ABL Priority Collateral (as defined below) (including, without limitation, intellectual property, real property and all of the capital stock of its direct subsidiaries (limited, in the case of foreign subsidiaries, to 65% of the capital stock of material first-tier foreign subsidiaries (to be defined as subsidiaries accounting for more than 5% of the total assets of the Borrower and its subsidiaries on a consolidated basis or 5% of the net sales of the Borrower and its subsidiaries on a consolidated basis, subject to an aggregate cap on immaterial subsidiaries for this purpose to be agreed; *provided* that no foreign subsidiary will be subject to local pledge perfection if in the applicable foreign jurisdiction the Company would have to consult a works council in order to perfect the pledge))) (the "Term Loan Priority Collateral") and (b) a perfected second priority security interest in all of its (i) cash and cash equivalents (including without limitation, qualified cash and U.S. cash), (ii) accounts and payment intangibles other than accounts and payment intangibles which constitute

identifiable proceeds of Term Loan Priority Collateral,(iii) machinery and equipment, and related assets (including chattel paper), (iv) inventory and related assets (including chattel paper), and non-exclusive licenses on the owned intellectual property relating to such inventory, (v) business interruption insurance, (vi) intercompany advances made by any Loan Party to any other Loan Party or to any subsidiary of the Company, (vii) all books, records and documents to the extent relating to the foregoing and the other ABL Priority Collateral (including databases, customer lists and other records, whether tangible or electronic, which contain any information relating to any of the foregoing), and lockbox and deposit accounts into which any such proceeds are paid or transferred, (viii) all deposit accounts and securities accounts (other than deposit or securities accounts maintained exclusively for identifiable proceeds of Term Loan Priority Collateral), provided, that, to the extent that identifiable proceeds of Term Loan Priority Collateral are deposited in any such deposit accounts or securities accounts, such identifiable proceeds shall be treated as Term Loan Priority Collateral, (ix) to the extent evidencing, governing, securing or otherwise reasonably related to any of the foregoing and the other ABL Priority Collateral, all documents, documents of title, general intangibles (other than intellectual property except to the extent expressly provided in clause (iv) above), guarantees, instruments, investment property, commercial tort claims, letters of credit, supporting obligations and letter of credit rights, and (x) all substitutions, replacements, accessions, products and proceeds (including insurance proceeds) of any of the foregoing in whatever form received, including claims against third parties (the "ABL Priority Collateral") except in each case for those assets as to which the Administrative Agent shall determine in its sole discretion that the cost of obtaining a security interest therein is excessive in relation to the value of the security to be afforded thereby. The requirement to obtain mortgages on fee owned real property will be subject to a materiality threshold to be agreed and there will be no requirement to obtain mortgages on leased property. In addition, no perfection actions will be required outside of the United States other than to effectuate the pledge of the capital stock of foreign subsidiaries referenced above.

Outstandings under the Revolving Facility and any swap agreements and cash management arrangements provided by any lender under the Revolving Facility (or any affiliate of a lender under the Revolving Facility) will be secured by (a) a perfected first priority security interest in the ABL Priority Collateral and (b) a perfected third priority security interest in the Term Priority Collateral.

Outstandings under the Second Lien Term Facility will be secured by (a) a perfected second priority security interest in the

Term Priority Collateral and (b) a perfected third priority security interest in the ABL Priority Collateral.

The Administrative Agent and the administrative agents under the Second Lien Term Facility and the Revolving Facility shall enter into an intercreditor agreement reasonably satisfactory to the Administrative Agent (the “Intercreditor Agreement”), which shall set forth the same lien rankings described in the sections on Collateral.

5. CERTAIN CONDITIONS

Initial Conditions:

The availability of the First Lien Term Loan Facility on the Closing Date will be subject to (a) the conditions precedent set forth in Section 6 of the Engagement Letter and in Exhibit C, (b) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the definitive documentation for the First Lien Term Loan Facility and (c) there being no default or event of default in existence under the First Lien Term Loan Facility at the time of, or after giving effect to, the extension of credit on the Closing Date.

6. DOCUMENTATION

Term Loan Credit Documentation:

The definitive documentation for the First Lien Term Loan Facility (the “First Lien Term Loan Credit Documentation”) shall be negotiated in good faith and contain terms and conditions consistent with recent exit financings for similarly situated borrowers as may be reasonably agreed by the Lead Arrangers and the Lenders (the “Documentation Principles”).

Financial Covenants:

None.

Representations and Warranties:

Representations and warranties will only be applicable to the Borrower and its restricted subsidiaries and will be limited to the following, with customary materiality qualifiers, exceptions, thresholds and baskets to be agreed and consistent with the Documentation Principles: financial statements (including pro forma financial statements); absence of undisclosed liabilities; no material adverse effect; corporate existence; compliance with law; qualification and corporate power and authority; execution, delivery and enforceability of First Lien Term Loan Credit Documentation; no conflict with law or post-petition contractual obligations; no material unstayed litigation; no default; ownership of property; liens; intellectual property; taxes; Federal Reserve regulations; labor matters; ERISA; Investment Company Act and other regulations; Patriot Act, OFAC; FCPA; ownership of subsidiaries; use of proceeds; environmental matters; material accuracy of disclosure (with customary

exceptions for forward looking information, estimates, third party information and information of a general economic or industry nature); creation and perfection of security interests; solvency; status of Term Loan Facilities as senior debt; and Regulation H.

Affirmative Covenants:

Affirmative covenants will only be applicable to the Borrower and its restricted subsidiaries and will be limited to the following, with customary materiality qualifiers, exceptions, thresholds and baskets to be agreed and consistent with the Documentation Principles: delivery of financial statements of the Borrower and its subsidiaries on a consolidated basis (within (i) 90 days after the end of each fiscal year of the Borrower for annual audited financial statements (or 120 days in the case of the first fiscal year ended following the Closing Date) and (ii) 45 days after the end of each of the first three fiscal quarters of the Borrower in any fiscal year for quarterly unaudited financial statements (or 75 days in the case of the first fiscal quarter ended following the Closing Date), reports, accountants' letters, projections, officers' certificates and other information requested by the Lenders; payment of taxes (subject to customary right to contest proceedings); continuation of business and maintenance of existence; compliance with laws and material contractual obligations; maintenance of property and customary insurance (after giving effect to self-insurance); maintenance of books and records; right of the Lenders to inspect property and books and records; control agreements reasonably acceptable to the Administrative Agent for U.S. accounts (other than in respect of excluded accounts to be agreed); notices of defaults, litigation and other material events; compliance with environmental laws; ERISA; further assurances (including, without limitation, with respect to security interests in after-acquired property); quarterly conference calls with Lenders; maintenance of monitored public corporate family/corporate credit ratings (but with no requirement to receive a specific rating); and delivery of certain documents.

Negative Covenants:

Negative covenants will only be applicable to the Borrower and its restricted subsidiaries and will be limited to the following, with customary materiality qualifiers, exceptions, thresholds and baskets to be agreed (including exceptions to be agreed for joint ventures and investments, asset sales, sale-leasebacks, inter-company investments and a European debt tranche) and consistent with the Documentation Principles: limitations on indebtedness (including guarantee obligations); liens; mergers, consolidations, liquidations and dissolutions; sales of assets; dividends and other payments in respect of capital stock; capital expenditures; acquisitions, investments, loans and advances; prepayments and modifications of subordinated and other material debt instruments; transactions with affiliates; sale-leasebacks; changes in fiscal year; hedging arrangements;

negative pledge clauses and clauses restricting subsidiary distributions; and changes in lines of business.

Unrestricted Subsidiaries:

The First Lien Term Loan Credit Documentation (as defined below) will contain customary provisions pursuant to which the Borrower will be permitted to designate existing or subsequently acquired or organized subsidiaries as an unrestricted subsidiary (each, an “Unrestricted Subsidiary”); provided that such subsidiaries, in the aggregate, at any time, when combined with subsidiaries then designated as “Immaterial Subsidiaries”, do not at such time account for more than 7.5% of the total assets of the Borrower and its subsidiaries on a consolidated basis or 7.5% of the net sales of the Borrower and its subsidiaries on a consolidated basis. A subsidiary may not be designated as an Unrestricted Subsidiary if it is a restricted subsidiary for purposes of the Revolving Facility or any refinancing thereof.

The Borrower may designate subsidiaries as “Immaterial Subsidiaries”, provided, that, such subsidiaries, in the aggregate, at any time, when combined with subsidiaries then designated as “Unrestricted Subsidiaries”, do not at such time account for more than 7.5% of the total assets of the Borrower and its subsidiaries on a consolidated basis or 7.5% of the net sales of the Borrower and its subsidiaries on a consolidated basis.

Events of Default:

Nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be agreed; material inaccuracy of a representation or warranty when made; violation of a covenant (subject, in the case of certain affirmative covenants, to a grace period to be agreed); cross-payment default and cross-default to material indebtedness; bankruptcy events; certain ERISA events; material judgments; actual or asserted invalidity of any guarantee, security document or subordination provisions or the Intercreditor Agreement or non-perfection of any material portion of the Collateral; and a change of control (the definition of which is to be agreed).

Voting:

Amendments and waivers with respect to the First Lien Term Loan Credit Documentation shall require the approval of Lenders holding more than 50% of the aggregate amount of the First Lien Term Loans (the “Required Lenders”), except that (a) the consent of each Lender directly and adversely affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of any amortization or final maturity of any Loan, (ii) reductions in the rate of interest or any fee or extensions of any due date thereof and (iii) increases in the amount or extensions of the expiry date of any Lender’s commitment and (b) the consent of 100% of the Lenders shall be required with respect to (i) reductions of any of the voting percentages, (ii) releases of all or substantially all the

collateral, (iii) releases of all or substantially all of the Guarantors and (iv) changes in the pro rata sharing provisions.

The First Lien Term Loan Credit Documentation shall contain customary provisions for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders shall have consented thereto.

The First Lien Term Loan Credit Documentation shall also contain provisions allowing Lenders to agree to extensions of the maturity of the First Lien Term Loans pursuant to customary "amend and extend" provisions.

Assignments and Participations:

The Lenders shall be permitted to assign all or a portion of their First Lien Term Loans (other than to any Disqualified Institution) with the consent, not to be unreasonably withheld, of (a) the Borrower, unless (i) the assignee is a Lender, an affiliate of a Lender or an approved fund or (ii) an event of default has occurred and is continuing (provided that the Borrower shall be deemed to have consented to an assignment if the Borrower does not object within 10 business days of a request therefor) and (b) the Administrative Agent, unless a First Lien Term Loan is being assigned to a Lender, an affiliate of a Lender or an approved fund. In the case of a partial assignment (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be \$1,000,000 unless otherwise agreed by the Borrower and the Administrative Agent. The Administrative Agent shall receive a processing and recordation fee of \$3,500 in connection with each assignment. The Lenders shall also be permitted to sell participations in their First Lien Term Loans. Participants shall have the same benefits as the selling Lenders with respect to yield protection and increased cost provisions, subject to customary limitations. Voting rights of a participant shall be limited to those matters set forth in clause (a) of the preceding paragraph with respect to which the affirmative vote of the Lender from which it purchased its participation would be required. Pledges of First Lien Term Loans in accordance with applicable law shall be permitted without restriction. Assignments to foreign lenders shall be subject to customary provisions limiting the Borrower's obligation to pay additional amounts to account for additional withholding taxes as a result of such assignment.

Yield Protection:

The First Lien Term Loan Credit Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy, liquidity requirements and other requirements of law (provided that (i) all requests, rules,

guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented, provided that increased costs because of a change in law resulting from the Dodd-Frank Wall Street Reform and Consumer Protection Act and Basel III may only be requested by a Lender imposing such increased costs on borrowers similarly situated to the Borrower under syndicated credit facilities comparable to those provided) and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto.

Defaulting Lender:

The First Lien Term Loan Credit Documentation shall contain provisions relating to "defaulting" Lenders (including provisions relating to the suspension of voting rights and rights to receive certain fees, and to assignment of First Lien Term Loans of such Lenders).

Expenses and Indemnification:

Regardless of whether the Closing Date occurs, the Borrower shall pay (a) all reasonable and documented out-of-pocket expenses of the Administrative Agent and the Lead Arrangers associated with the syndication of the First Lien Term Loan Facility and the preparation, execution, delivery and administration of the First Lien Term Loan Credit Documentation and any amendment or waiver with respect thereto (excluding taxes on income and including the reasonable fees, disbursements and other charges of counsel); provided that the Company shall only be obligated to reimburse fees and expenses for one outside counsel, one local counsel in each relevant jurisdiction and, to the extent required by the subject matter, one specialist counsel for each such specialized area of law in each appropriate jurisdiction to the Administrative Agent and the Lead Arrangers and their affiliates, taken as a whole and (b) all documented out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the First Lien Term Loan Credit Documentation; provided that the Company shall only be obligated to reimburse fees and expenses for one outside counsel to such indemnified persons, taken as a whole, one local counsel in each relevant material jurisdiction, and, in the case of an actual or perceived conflict of interest, of another counsel for each such affected indemnified persons in each relevant jurisdiction and, to the extent required

by the subject matter, one specialist counsel for each such specialized area of law in each appropriate jurisdiction.

The Administrative Agent, the Lead Arrangers and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any losses, claims, damages, liabilities or expenses (including the reasonable fees, disbursements and other charges of counsel) incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof, except to the extent they are found by a final, nonappealable judgment of a court of competent jurisdiction to arise from the gross negligence, bad faith or willful misconduct of the relevant indemnified person (or its related parties).

Governing Law and Forum:	New York.
Counsel to the Administrative Agent and the Engagement Parties:	Simpson Thacher & Bartlett LLP.

Annex I to Exhibit A

INTEREST AND CERTAIN FEES

[Redacted]

EXHIBIT B

\$275 million
Senior Secured Second Lien Term Loan Facility
Summary of Terms and Conditions

Set forth below is a summary of the principal terms and conditions for the Second Lien Term Loan Facility. Capitalized terms used but not defined shall have the meanings set forth in the Engagement Letter to which this Exhibit B is attached and in Exhibits A and C attached thereto.

7. PARTIES

Borrower: Eastman Kodak Company (the "Borrower").

Guarantors: Each of the Borrower's direct and indirect, existing and future, domestic subsidiaries (other than Immaterial Subsidiaries, Unrestricted Subsidiaries, any subsidiary prohibited by applicable law from providing a guarantee, any domestic subsidiary that has no material assets other than equity interests in one or more subsidiaries that are "controlled foreign corporations" ("CFC's") within the meaning of Section 957 of the Internal Revenue Code ("Qualified CFC Holding Company"), any direct or indirect subsidiary of a CFC or Qualified CFC Holding Company and any other subsidiary as agreed by Administrative Agent and the Borrower that providing a guaranty would result in a material adverse tax consequence) (the "Guarantors"; together with the Borrower, the "Loan Parties"). Any guarantor under the Revolving Facility or First Lien Term Loan Facility must also be a Guarantor under the Second Lien Term Facility. The obligations of the Loan Parties shall not include any "excluded swap obligations" (to be defined in a customary manner for transactions of this type) after giving effect to a customary "keepwell" provided by the Loan Parties.

Joint Lead Arrangers and
Joint Bookrunners:

J.P. Morgan Securities LLC, Barclays Bank PLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (in such capacity, the "Lead Arrangers").

Administrative Agent:

TBD (in such capacity, the "Administrative Agent").

Lenders:

A syndicate of banks, financial institutions and other entities arranged by the Engagement Parties (collectively, the

“Lenders”); provided that the Lenders shall not include Disqualified Institutions.

8. SECOND LIEN TERM LOAN FACILITY

Type and Amount: A seven-year term loan facility (the “Second Lien Term Loan Facility”) in the amount of \$275 million (the loans thereunder, the “Second Lien Term Loans”).

Maturity and Amortization: The Second Lien Term Loans will mature and be repayable on the date that is seven years after the Closing Date (the “Second Lien Term Maturity Date”) and shall have no amortization.

Availability: The Second Lien Term Loans shall be made in a single drawing on the Closing Date. Repayments and prepayments of the Second Lien Term Loans may not be reborrowed.

Use of Proceeds: The proceeds of the Second Lien Term Loans will be used (i) to refinance Junior Loans (as defined in the DIP Term Loan Agreement) and (ii) for general corporate purposes and working capital needs of the Borrower and its subsidiaries.

9. CERTAIN PAYMENT PROVISIONS

Fees and Interest Rates: As set forth on Annex I.

Optional Prepayments:
:
Second Lien Term Loans may be prepaid, in whole or in part without premium or penalty (except as provided below), in minimum amounts to be agreed, at the option of the Borrower at any time upon one day’s (or, in the case of a prepayment of Eurodollar Loans (as defined in Annex I hereto), three days’) prior notice, subject to reimbursement of the Lenders’ redeployment costs in the case of a prepayment of Eurodollar Loans prior to the last day of the relevant interest period. Optional prepayments of the Second Lien Term Loans shall be applied as directed by the Borrower.

[Redacted].

Mandatory Prepayments: Substantially the same as the First Lien Term Facility subject to mandatory prepayment being applied first as provided with respect to the First Lien Term Facility

Mandatory prepayments of the Second Lien Term Loans may not be reborrowed.

10. COLLATERAL

Collateral:

Subject to the Documentation Principles (as defined below) and in any event no less favorable than the form of exit facility agreement attached as an exhibit to the existing DIP Credit Agreement and subject to exclusions and limitations to be agreed, the obligations of each of the Borrower and the Guarantors in respect of the Second Lien Term Loan Facility shall be secured by (a) a perfected second priority security interest in all of its tangible and intangible assets other than the ABL Priority Collateral (as defined below) (including, without limitation, intellectual property, real property and all of the capital stock of its direct subsidiaries (limited, in the case of foreign subsidiaries, to 65% of the capital stock of material first-tier foreign subsidiaries (to be defined as subsidiaries accounting for more than 5% of the total assets of the Borrower and its subsidiaries on a consolidated basis or 5% of the net sales of the Borrower and its subsidiaries on a consolidated basis, subject to an aggregate cap on immaterial subsidiaries for this purpose to be agreed))) (the "Term Loan Priority Collateral") and (b) a perfected third priority security interest in all of its (i) cash and cash equivalents (including without limitation, qualified cash and U.S. Cash), (ii) accounts and payment intangibles other than accounts and payment intangibles which constitute identifiable proceeds of Term Loan Priority Collateral, (iii) machinery and equipment, and related assets (including chattel paper), (iv) inventory and related assets (including chattel paper), and non-exclusive licenses on the owned intellectual property relating to such inventory, (v) business interruption insurance, (vi) intercompany advances made by any Loan Party to any other Loan Party or to any subsidiary of the Company, (vii) all books, records and documents to the extent relating to the foregoing and the other ABL Priority Collateral (including databases, customer lists and other records, whether tangible or electronic, which contain any information relating to any of the foregoing), and lockbox and deposit accounts into which any such proceeds are paid or transferred, (viii) all deposit accounts and securities accounts (other than deposit or securities accounts maintained exclusively for identifiable proceeds of Term Loan Priority Collateral), provided, that, to the extent that identifiable proceeds of Term Loan Priority Collateral are deposited in any such deposit accounts or securities accounts, such identifiable proceeds shall be treated as Term Loan Priority Collateral, (ix) to the extent evidencing, governing, securing or otherwise reasonably related to any of the foregoing and the other ABL Priority Collateral, all documents, documents of title, general intangibles (other than intellectual property except to the extent expressly provided in clause (iv) above), guarantees, instruments, investment property, commercial tort claims, letters of credit, supporting obligations and letter of credit rights, and (x) all substitutions, replacements, accessions, products and

proceeds (including insurance proceeds) of any of the foregoing in whatever form received, including claims against third parties (the "ABL Priority Collateral") except in each case for those assets as to which the Administrative Agent shall determine in its sole discretion that the cost of obtaining a security interest therein is excessive in relation to the value of the security to be afforded thereby. The requirement to obtain mortgages on fee owned real property will be subject to a materiality threshold to be agreed and there will be no requirement to obtain mortgages on leased property. In addition, no perfection actions will be required outside of the United States other than to effectuate the pledge of the capital stock of foreign subsidiaries referenced above.

Outstandings under the Revolving Facility and any swap agreements and cash management arrangements provided by any lender under the Revolving Facility (or any affiliate of a lender under the Revolving Facility) will be secured by (a) a perfected first priority security interest in the ABL Priority Collateral and (b) a perfected third priority security interest in the Term Priority Collateral.

Outstandings under the First Lien Term Facility will be secured by (a) a perfected first priority security interest in the Term Priority Collateral and (b) a perfected second priority security interest in the ABL Priority Collateral.

The Administrative Agent and the administrative agents under the First Lien Term Facility and the Revolving Facility shall enter into an intercreditor agreement satisfactory to the Administrative Agent (the "Intercreditor Agreement").

11. CERTAIN CONDITIONS

Initial Conditions:

The availability of the Second Lien Term Loan Facility on the Closing Date will be subject to (a) the conditions precedent set forth in Section 6 of the Engagement Letter and in Exhibit C, (b) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the definitive documentation for the Second Lien Term Loan Facility and (c) there being no default or event of default in existence at the time of, or after giving effect to, the extension of credit on the Closing Date.

12. DOCUMENTATION

Term Loan Credit Documentation:

The definitive documentation for the Second Lien Term Loan Facility (the "Second Lien Term Loan Credit Documentation")

shall be negotiated in good faith and contain terms and conditions consistent with recent exit financings for similarly situated borrowers as may be reasonably agreed by the Lead Arrangers and the Lenders (the "Documentation Principles").

Financial Covenants: None.

Representations and Warranties: Substantially the same as the First Lien Term Loan Credit Documentation, subject to appropriate modifications to reflect the second lien status of the Second Lien Term Loans.

Affirmative Covenants: Substantially the same as the First Lien Term Loan Credit Documentation, subject to appropriate modifications to reflect the second lien status of the Second Lien Term Loans.

Negative Covenants: Substantially the same as the First Lien Term Loan Credit Documentation, subject to appropriate modifications to reflect the second lien status of the Second Lien Term Loans and with "baskets" to be sized with a 10% cushion to the corresponding "baskets" in the First Lien Term Loan Credit Documentation .

Events of Default: Substantially the same as the First Lien Term Loan Credit Documentation (with certain materiality thresholds and grace periods under the Second Lien Term Facility to be less restrictive than the comparable provisions under the First Lien Term Loan Facility). The Second Lien Term Loan Facility will provide for cross-acceleration and cross-payment default instead of cross-default with respect to the First Lien Facilities.

Voting: Substantially the same as the First Lien Term Loan Credit Documentation.

Assignments and Participations: Substantially the same as the First Lien Term Loan Credit Documentation.

Yield Protection: Substantially the same as the First Lien Term Loan Credit Documentation.

Defaulting Lender: The Second Lien Term Loan Credit Documentation shall contain provisions relating to "defaulting" Lenders (including provisions relating to the suspension of voting rights and rights to receive certain fees, and to assignment of Second Lien Term Loans of such Lenders).

Expenses and Indemnification: Substantially the same as the First Lien Term Loan Credit Documentation.

Governing Law and Forum: New York.

Counsel to the Administrative
Agent and the Engagement Parties: Simpson Thacher & Bartlett LLP.