

ANNEX A

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is executed and delivered this 24<sup>th</sup> day of July by Air Water Gas Solutions Inc. (the "EBP Party") and is effective as of the date hereof. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement with Covenants Not to Sue dated as of May 20, 2014, as amended (the "Covenant"), by and among the New York State Department of Environmental Conservation ("DEC") and Eastman Kodak Company ("Kodak").


WHEREAS, the EBP Party has or is alleged to have, now or in the future, any liability or responsibility to DEC, New York State, the United States or any agency or instrumentality thereof with respect to any Pre-Existing Environmental Liability or any other environmental subsurface condition in existence prior to the Implementation Date at current and former parcels of EBP and historical discharges from EBP to the Genesee River;

WHEREAS, pursuant to the terms of the Covenant and provided that certain conditions specified in the Covenant are satisfied, the EBP Party is entitled to have the Covenant remain effective and apply to the EBP Party;

NOW, THEREFORE, in consideration of the mutual promises contained in the Covenant and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EBP Party hereby acknowledges and agrees to be bound to all terms and conditions of the Covenant applicable to Kodak.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement on the day and year first set forth above.

Air Water Gas Solutions Inc.  
[Name of EBP Party]

X   
Ishmael Chalabi  
President & CEO