

---

# KODAK RETIREMENT INCOME PLAN

---

## SUMMARY PLAN DESCRIPTION

April 2023

### ***KODAK PENSION SERVICE CENTER***

Toll-Free	(877) 995-6325
Website	<a href="http://kodak.o3retirement.com">kodak.o3retirement.com</a>

By accessing the Kodak Pension Service Center website, you agree to keep your username, password, PIN and other login credentials (“User Information”) confidential and to contact the Kodak Pension Service Center IMMEDIATELY if you have any reason to believe that another person has obtained or has the means to obtain your User Information (including loss of a document or device containing your User Information). You further agree that you will not reveal your User Information to any other person, or take actions that could cause your User Information to be revealed to any person, whether intentional or not. Do not reveal your User Information to any person who contacts you even if that person claims to be from Kodak or from October Three (the vendor that administers the Pension Service Center). Change your password and PIN at appropriate intervals, avoid using public computers and other computers which may be vulnerable to security threats, and keep your computer security software and virus protection up to date. Follow instructions to activate two-factor authentication and otherwise maximize security for your pension account. You are responsible for the security of your User Information and any loss that may occur if you allow your User Information to be compromised.



## TABLE OF CONTENTS

	<u>Page</u>
Table of Contents .....	i
GENERAL PLAN INFORMATION .....	1
Kodak's Benefit Plans .....	1
Benefit Summaries .....	1
Plan Modification and Termination .....	2
Plan Documents .....	2
Your Rights Under ERISA .....	3
KODAK RETIREMENT INCOME PLAN .....	6
Introduction .....	6
Important Terms to Know .....	7
Eligibility .....	8
Coverage and Contributions .....	9
Vesting .....	9
Calculation of Benefits .....	10
Disability and/or Unpaid Leaves of Absence Credits .....	14
Claims and Payment of Benefits .....	14
Payment Options .....	18
Pre-Retirement Survivor Benefits .....	24
Taxes .....	26
Benefit Limitations .....	29
Plan Modification and Termination .....	30
Plan Identification .....	31
APPENDIX: PRE-2015 TRADITIONAL KRIP BENEFIT .....	33
Vesting .....	33
Types of Retirement .....	33
Calculation of Pre-2015 Traditional KRIP Benefit .....	34
APPENDIX: KRIP SPECIAL TERMINATION PROGRAM BENEFITS .....	59
Introduction .....	59
Important Terms to Know: .....	59
Eligibility .....	62
Coverage and Contributions .....	63
Benefits .....	63
Claims and Payment of Benefits .....	70

## TABLE OF CONTENTS (con't)

	<u>Page</u>
Restrictions .....	71
Termination of Coverage .....	72
Other Kodak Benefits .....	72
Plan Modification and Termination.....	73
Plan Identification.....	73
APPENDIX: Qualex Base Pension Plan AND Qualex Pension Plan C .....	74
Introduction .....	74
Vesting .....	74
Calculation of QBPP Benefits.....	74
Claims and Payment of Benefits .....	75
Payment Options.....	78
Survivor Benefits – If You Die Before Retirement .....	83
Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification .....	85
APPENDIX: DATATAPE RETIREMENT INCOME PLAN .....	86
Introduction .....	86
Vesting .....	86
Calculation of DRIP Benefits .....	86
Claims and Payment of Benefits .....	87
Payment Options.....	90
Survivor Benefits – If You Die Before Retirement .....	95
Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification .....	97
APPENDIX: Sterling Drug Inc. Retirement Plan for Salaried Employees.....	98
Introduction .....	98
Vesting .....	98
Calculation of Sterling Drug Plan Benefits.....	98
Claims and Payment of Benefits .....	99
Payment Options.....	101
Survivor Benefits – If You Die Before Retirement .....	106
Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification .....	107
KRIP CLAIMS AND APPEALS PROCEDURES .....	108
Introduction .....	108
Filing Claims .....	108
Initial Claims Determinations .....	111
Appeals.....	112

## TABLE OF CONTENTS (con't)

	<u>Page</u>
Processing of Appeals:.....	113
Limits on Legal Actions.....	114
GLOSSARY OF TERMS .....	117

*Some of the information contained in this Summary Plan Description applies only to current employees of Eastman Kodak Company. This summary does not contain the complete text of the Plan document. The Plan document serves as the final authority in all matters relating to Plan interpretation. Any conflict or ambiguity between this document and the Plan shall be resolved in favor of the Plan. Kodak reserves the right to change, modify, discontinue, or terminate these benefits at any time for any reason.*

*April 2023*

# GENERAL PLAN INFORMATION

IN THIS SECTION

Kodak's Benefit Plans

Benefit Summaries

Plan Modification and Termination

Plan Documents

Your Rights Under ERISA

## Kodak's Benefit Plans

This document includes a benefit summary for the Kodak Retirement Income Plan (KRIP), which, together with this "General Plan Information" summary, the "KRIP Claims and Appeals Procedures" summary and any materials and/or communications incorporated by reference into a plan's benefit summary, serve as the summary plan description (SPD) for that plan as required by ERISA.

## Benefit Summaries

A benefit summary describes the coverage and benefits available under the plan to which the summary pertains, and any special rules that apply to that plan. The summary also describes how you can still participate when you are no longer an Employee due to retirement, long-term disability or other reasons. If you would like to learn more about the options and benefits under a specific benefit plan, refer to the individual summary describing that plan.

***Note: The KRIP benefit summary contained in this document was written for current and former Kodak employees or their survivors; therefore, some of the information contained in the summary may not apply to you as a former employee or survivor. With respect to the benefits and payment options applicable to benefits earned under the Qualex Base Pension Plan, the Qualex Inc. Pension Plan C, the Datatape Retirement Income Plan, and the Sterling Drug Inc. Retirement Plan for Salaried Employees, this SPD includes Appendices providing a brief overview of the special rules applicable to benefits earned under these plans, which remain subject to their original benefit calculation and payment rules unless otherwise indicated.***

AT TIMES, YOU WILL BE REFERRED TO MATERIALS AND/OR COMMUNICATIONS OUTSIDE OF THIS DOCUMENT DESCRIBING A BENEFIT PLAN OR SOME PORTION OF THE PLAN (FOR EXAMPLE, YOU & KODAK BENEFITS UPDATES), AND THE REFERENCE WILL DECLARE SUCH MATERIALS AND/OR COMMUNICATIONS TO BE PART OF YOU & KODAK AND/OR THIS DOCUMENT. IN ALL CASES, THESE MATERIALS AND/OR

COMMUNICATIONS ARE EITHER AUTOMATICALLY PROVIDED TO YOU OR OBTAINABLE BY YOU WITHOUT CHARGE. ALSO, YOU SHOULD KEEP THESE MATERIALS AND/OR COMMUNICATIONS TOGETHER WITH THIS DOCUMENT FOR FUTURE REFERENCE.

The document contains a “Glossary of Terms.” The terms described in the glossary are generally used in all or several of the benefit summaries that appear in You & Kodak. If a particular benefit plan uses a term unlike that used by any other plan, the term is described in the “Important Terms to Know” portion of the benefit summary pertaining to that plan, rather than in the “Glossary of Terms.”

## **Plan Modification and Termination**

Any plan described in a benefit summary contained in You & Kodak, including KRIP, may be modified or terminated by Kodak at any time for any reason.

The above provision applies to all Kodak plans, regardless of whether the benefits are provided through trust funds, company assets or insurance. For additional information about the effect of a plan modification or termination on KRIP benefits, see the “Plan Modification and Termination” portion of the benefit summary for the Kodak Retirement Income Plan.

## **Plan Documents**

The benefit summaries contained in You & Kodak, including the benefit summary for KRIP contained in this document (including documents incorporated by reference), do not state the complete text of the plan documents governing Kodak’s benefit plans and while every attempt has been made to be as accurate as possible, they do not include the full details of all provisions contained in each plan document. If a summary’s provision differs from the provision written in the applicable plan document, the plan document serves as the final authority in all matters relating to plan interpretation.

To request copies of plan documents, contact the plan administrator. A charge will be made for each copy you request. See the “KRIP Claims and Appeals Procedures” summary for KRIP plan administrator contact information.

### IMPORTANT STATEMENT REGARDING YOUR BENEFITS!

You, your survivors, or any other person who claims entitlement to the benefits described in this document cannot rely on any oral or written statement from any person (including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier, a claims administrator or a record keeper) with respect to any aspect of your benefits. You must read the applicable summaries and plan documents to determine your benefits. The provisions of the plan documents govern over any inconsistent benefit information given to you orally or in writing, regardless of the source.

**Any plan participant who knowingly:**

- submits false information with respect to any plan or otherwise attempts to defraud any plan; or
- fails to report a dependent submitting false information with respect to any plan or
- otherwise attempting to defraud any plan;

may permanently lose coverage under the plan for himself or herself.

## Your Rights Under ERISA

Kodak provides substantial amounts of money to fund your benefit plans and wants you to have all the benefits for which you are eligible. This section describes each plan and tells you how to get more information. The claims filing procedures described in the “KRIP Claims and Appeals Procedures” summary tell you how to request KRIP benefits. The appeals procedures described in that summary tell you how to follow up on your requests, if necessary.

Additionally, federal regulations under ERISA require that the statement following this paragraph be included in every summary plan description for plans covered by ERISA, which generally include plans that provide medical, dental, disability, life insurance or retirement benefits.

**ERISA Statement:** As a participant in any plan subject to ERISA, you are entitled to certain rights and protections under ERISA. Under these rights and protections, you and all other participants in the plan are entitled to:

**Receive Information about Your Plan and Benefits:** Upon your request, you may examine, without charge, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. The documents you request will be made available within 10 days for examination. You may also obtain a personal copy of any of these documents, as well as a copy of an updated summary plan description, at a reasonable charge, by writing to the plan administrator. If copies of pertinent plan documents requested in writing are not furnished within 30 days, barring circumstances beyond the control of the plan administrator, you may file suit in a federal court seeking damages of up to \$110

for each day of unexcused delay in providing such materials. See the “KRIP Claims and Appeals Procedures” summary for plan administrator contact information.

With respect to some plans, you are entitled to receive a summary of the plan’s financial report, called a Summary Annual Report, once each year. However, KRIP’s plan administrator is required to instead provide you with an annual funding notice, which will be provided for each year by April 30<sup>th</sup> of the following year.

You have the right to obtain a statement telling you whether you have a right to receive a retirement benefit, and, if so, what your benefits would be if you stop working under the plan now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to get a right to a retirement benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

*Prudent Actions by Plan Fiduciaries:* You have the right to expect “fiduciaries” – that is, the persons who are responsible for the administration of the plan – to act solely in the interest of you and other plan participants and their beneficiaries and to exercise prudence in the performance of their duties.

No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit, or exercising your rights under ERISA. In other words, asserting a claim for a benefit or exercising your rights under ERISA will in no way affect your employment status. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your ERISA rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

*Enforce Your Rights:* You are encouraged to bring any questions or problems about your benefits to the attention of the Kodak Pension Service Center. The “KRIP Claims and Appeals Procedures” summary describes how to file and process claims and appeals pertaining to KRIP. If your claim for a plan benefit is denied or ignored, in whole or in part, the claimant (that is, you or your beneficiary) has the right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. If the claimant is not satisfied with the results of this procedure, he or she may file suit in a federal or state court.

In addition to the various enforcement actions described above, you may file suit in a federal court if you disagree with the plan’s decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order.

If you bring an action in any court relating to the plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order



the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds the claim is frivolous.

*Assistance with Your Questions:* If you have questions about the plan, you should contact the Kodak Pension Service Center or the plan administrator. If you have questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about your rights under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

# KODAK RETIREMENT INCOME PLAN

## IN THIS SECTION

- Introduction
- Important Terms to Know
- Eligibility
- Coverage and Contributions
- Vesting
- Calculation of Benefits
- Disability and/or Unpaid Leave of Absence Credits
- Claims and Payment of Benefits
- Payment Options
- Missing Payees
- Pre-Retirement Survivor Benefits
- Taxes
- Benefit Limitations
- Plan Modification and Termination
- Plan Identification

## Introduction

The Kodak Retirement Income Plan (KRIP) is a pension plan designed to provide income benefits to Employees who leave the Company. To enjoy retirement to its fullest, you'll need a steady income.

Social Security and personal savings will help provide you with some financial security, but your benefits under the Kodak Retirement Income Plan (KRIP) and the Eastman Kodak Employees' Savings and Investment Plan (SIP) can be the foundation of your retirement income.

KRIP is a "Defined Benefit Plan" (meaning that you are promised a certain amount of retirement benefits based on a specified formula) and is a "tax-qualified plan" (meaning that even though you earn benefits over the course of your employment, you don't pay tax on those benefits until you receive payment). KRIP includes two main components, "Cash Balance" KRIP, which uses an account-based formula and is the current benefit formula, and "Traditional" KRIP, which is explained in the Pre-2015 Traditional KRIP Benefit Appendix and provides benefits with respect to certain employees and retirees initially employed before 2000 and which was "frozen" (that is, participants stopped earning additional benefits) at the end of 2014. Some people who experienced a termination of employment due to a Layoff, Divestiture or Special Separation Program may also have a supplemental KRIP benefit under a Special Termination Program. If this affects you, see the Termination Benefits Appendix for more information.

If you were a Participant in the Qualex Inc. Base Pension Plan, Qualex Inc. Pension Plan C, Datatape Retirement Income Plan, or the Sterling Drug Inc.

Retirement Plan for Salaried Employees, see the Appendix for the relevant plan to learn about those benefits.

Cash Balance KRIP provides you with retirement benefits – funded entirely by contributions made by the Company to KRIP’s tax-exempt trust and investment earnings on those contributions– that grow over your career with the Company and continue to appreciate after your employment terminates. Your Cash Balance Account increases over time with two types of credits – the monthly pay credits you earn during your working years and regular monthly interest credits earned on your account balance from the time you first receive a pay credit until your pension benefits begin. The value of your Cash Balance benefit is the balance in your account when you leave the company, plus the interest credits that you earn after your employment terminates and before you commence your pension payment(s). Periodically, you will receive an account statement that enables you to watch the growth of your account and helps you plan more effectively for retirement.

While your Cash Balance benefits are meant for your retirement, they are also “portable,” meaning you can take them with you if you leave the Company before your normal retirement age. You also have several choices in how you can receive your benefits when it comes time to receive payment. You can take the benefits in a lump sum or convert them into an Annuity. If you are under age 65, you can also leave your benefits in your Cash Balance Account up to age 65 and earn additional interest credits before you receive payment.

KRIP’s Cash Balance component also includes a Survivor benefit feature that will pay your retirement benefits to your surviving Spouse or other designated beneficiary if you die before you begin receiving payment with respect to your Cash Balance Account, as well as payment options that allow you to provide for your surviving Spouse or other designated beneficiary if you die after your pension payments begin.

Prior to January 1, 2015, a KRIP Participant either had a Traditional KRIP pension benefit or a Cash Balance benefit. Effective January 1, 2015, the KRIP benefit of an Employee who was accruing a traditional benefit was frozen as of December 31, 2014, and he or she began earning Cash Balance benefits effective January 1, 2015. As a result, a Traditional KRIP Participant who terminates from Kodak on or after January 1, 2015 will have both a Traditional pension benefit and a Cash Balance benefit.

If you were employed prior to 2015 and were a participant in Traditional KRIP, see the Pre-2015 Traditional KRIP Benefit Appendix for a summary of your Traditional KRIP benefits.

## **Important Terms to Know**

*In addition to the terms defined in the “Glossary of Terms,” this benefit summary regularly uses several terms that have very specific meanings. The terms that are*

*used frequently are defined below. Other less frequently used terms are defined in the part of this summary where they apply. Defined terms are capitalized when they are used.*

**Annuity:** An “Annuity” is a monthly retirement payment made to you for your lifetime, or, in the event of your death, an Annuity is a payment made to your Spouse or other designated beneficiary if you elected the joint and survivor option, or if you died before receiving your pension and your Spouse is entitled to a death benefit that the Spouse is required to or chooses to have paid as a monthly lifetime benefit.

**KRIPCO:** “KRIPCO” means the Kodak Retirement Income Plan Committee, which manages the operation and administration of the plan.

**LTD Recipient:** An “LTD Recipient” is a former Employee with KRIP coverage who is receiving benefits under a long-term disability plan maintained by the Company.

**Participant:** For purposes of KRIP, “Participant” means an Employee, former Employee, Retiree or LTD Recipient entitled to benefits under KRIP with respect to that person’s employment.

**Participating Company:** The term “Participating Company” or “Participating Companies” refers to Kodak.

**Plan:** The Kodak Retirement Income Plan is at times referred to in this benefit summary as the “Plan.”

**Trustee:** The Plan’s “Trustee” is The Bank of New York Mellon.

## **Eligibility**

*The terms used to describe who is eligible for plan coverage are detailed in the applicable definitions included in the “Glossary of Terms.”*

Generally, you are eligible to participate in Cash Balance if you are an Employee of a Participating Company paid on the U.S. payroll as a “common law” employee, and you are not classified as an intern or co-op or in a similar category. Resident aliens and non-resident aliens working in the United States, but whose home country for employment purposes is not considered to be the United States, are not eligible to participate, and neither are non-resident aliens working outside the United States. In limited circumstances, U.S. citizen Employees transferred abroad may be eligible to continue participating in KRIP if they are not covered by another pension plan and their working arrangements meet certain conditions.

If your employment ended prior to January 1, 2000 and you have not been rehired, you do not have a Cash Balance benefit. If you were hired prior to March 1, 1999 and you were actively employed by the Company on January 1, 2000 (or were reemployed after that date and met certain conditions), you were given a one-time

opportunity to choose between Traditional KRIP and Cash Balance, although any benefits you earn for employment after 2014 must be earned under the Cash Balance formula. If you were hired on or after March 1, 1999, Cash Balance has always been the only KRIP option available to you.

## Coverage and Contributions

**Coverage:** Your coverage under Cash Balance is automatic and begins on your first day of employment or re-employment as an eligible Employee.<sup>1</sup> This means that, beginning on the date that you become eligible, you start earning credit toward an eventual retirement benefit payable when you retire or leave the Company. Generally, your normal retirement date is the first day of the month after your 65<sup>th</sup> birthday.

**Contributions:** KRIP is funded entirely by Kodak without any salary contributions from Participants. Kodak makes payments into the plan for the purpose of funding estimated future benefits. The amount of the contribution to be made is determined each year on the basis of an evaluation by independent actuaries who assess the Plan's assets and liabilities. Contributions generally cannot be returned to Kodak once made, unless the contribution is due to a mistake of fact or is determined not to be deductible by Kodak for tax purposes.

The funds are paid to a Trustee for investment and accumulation until such time as the funds are applied toward the payment of benefits. All administrative expenses of the Plan are paid from the trust fund, unless paid directly by Kodak.

Investment of funds held by the Trustee is managed by KRIPCO or by investment managers appointed by KRIPCO. However, in all cases, the Trustee is custodian of the assets and maintains the related financial records.

## Vesting

Your right to ownership of your retirement benefit is referred to as "vesting". If you are employed after December 31, 2014, you are fully vested, which means you have earned complete ownership of your Cash Balance benefits.<sup>2</sup> Your retirement benefit is "portable", which means you are entitled to receive the full value of your account if you leave the Company for any reason.

---

<sup>1</sup> This Cash Balance participation timing did not apply to Traditional KRIP Participants. See above for information on the Cash Balance election timing and the impact of the 2014 freeze of Traditional KRIP. Employees hired or rehired on or after January 1, 2015 begin or resume participating in Cash Balance KRIP upon hire or rehire into an employment category eligible for KRIP.

<sup>2</sup> Prior to January 1, 2015, KRIP Participants who terminated from employment prior to age 65 were required to have worked a certain number of years of "vesting service" in order to "vest" in the right to a pension. For Participants credited with an hour of service on or after January 1, 2008, three years of vesting service were required. Prior to that point, five years of vesting service were required (and in some earlier years, a longer period of service was required).

**Vesting Applies to this Plan Only:** Your vested right under KRIP does not entitle you to benefits under any other Company plan.

## Calculation of Benefits

Every active Participant with a Cash Balance Account receives “monthly pay credits” and “interest credits.” Additionally, some Participants also received an “opening balance.” These terms are defined below.

**Opening Balance:** If you were an active Participant hired on or before December 31, 1999 and remained employed through January 1, 2000, then your Cash Balance Account began with an opening balance on January 1, 2000. If you were a Participant rehired on or after January 1, 2000 and before January 1, 2015 and you became eligible for the Cash Balance formula at the time of your rehire but you had a former retirement benefit under the Traditional KRIP option as to which you had not commenced payment, your former retirement benefit was converted into an opening balance as of the date of your rehire. The opening balance for all Participants was a one-time calculation representing your accrued retirement benefit under the Traditional KRIP option.

**Cash Balance Monthly Pay Credits:** Your Cash Balance Account has a simple design based on a percentage of your monthly pay. Every month you work for Kodak as an Employee who is eligible for Cash Balance KRIP, your Cash Balance Account will be credited with an amount equal to the pay credit rate in effect for that month. Effective January 1, 2022, the pay credit was increased to be 12% for Exempt (salaried) employees and 13% for Nonexempt (hourly) employees of “participating compensation” (defined below) up to the applicable IRS compensation limit (\$330,000 in 2023).

Different pay credits were in effect at various points in the past:

Time Period	Pay Credit Rate
January 1, 2022* and subsequent months  *The increase in pay credit rates took effect retroactively to January 1, 2022, but did not apply for individuals not employed as of July 1, 2022	12% Exempt (Salary)  13% Nonexempt (Hourly)
January 1, 2020-December 31, 2021*  *The increase in pay credit rates took effect retroactively to January 1, 2022, but did not apply for individuals not employed as of July 1, 2022	9% Exempt (Salary)  10% Nonexempt (Hourly)
January 1, 2016-December 31, 2019	7% Exempt (Salary)  8% Nonexempt (Hourly)
January 1, 2015-December 31, 2015	7%
January 1, 2000-December 31, 2014	4% <sup>3</sup>

Your classification as “Exempt” or “Nonexempt” is determined on the last day of each month (or your last day of work, if you terminate employment during the month), based on your payroll classification on Kodak’s payroll records as of that day.

For purposes of calculating your monthly pay credit, “participating compensation” currently includes the following (subject to the IRS limit on the maximum amount of compensation that KRIP can take into account): base pay, variable pay, pattern allowances, most types of commissions, Short-Term Disability pay funded by Kodak, vacation pay, holiday allowances, overtime payments and premiums, rate review performance bonuses, salary deferrals to the Savings and Investment Plan (SIP), unrestricted stock payments received after 2015 made under certain compensation plans, and pre-tax salary reductions under the Flex Program. Examples of items not included in participating compensation are: tuition aid payments, awards, reimbursements for travel and moving expenses, relocation allowances, tax allowances and gross-ups, fringe benefits, termination/severance

---

<sup>3</sup> The pay credit rate was 2% of “deemed participating compensation” for an LTD Recipient who had been eligible for KRIP immediately before becoming disabled, had not commenced receiving KRIP benefits and was an LTD Recipient for the entire month. Pay credits for LTD Recipients are not made for any month after 2014.



allowances, imputed income relating to your Domestic Partner's participation in Kodak benefits, workers' compensation awards, paid leave under a governmental program or mandate, and payment for unused vacation when you terminate from the Company. The definition of "participating compensation" has changed over the years, and pay credits made for a given month were based on the definition (and the IRS maximum compensation limit) in effect for that month.

The amount of your monthly pay credit for a particular month will depend on the number of pay periods in that month.

In May of 2022, a one-time additional pay credit was made to the accounts of eligible KRIP Cash Balance Participants who had been hired or most recently rehired prior to May 1, 2022 and were employed on May 31, 2022. If you qualified for this special pay credit, you received a notice informing you of the credit and you can see the amount of your credit by consulting your online KRIP statement.

**Interest Credit:** In addition to accumulating a monthly pay credit, your Cash Balance Account grows with interest. Each month through the month ending prior to the month in which your payment election is effective, the balance in your account at the end of the preceding month receives interest credits. The interest credit is based on the average monthly yield for 30-year U.S. Treasury bonds or some other comparable rate.

**Rehired Employees:** If you had a vested benefit under the Cash Balance formula when you left the Company and you elected to defer your entire vested Cash Balance benefit, you will earn interest credits on your Cash Balance Account balance for the period of time that you were gone.

If you were a Cash Balance Participant who terminated employment on or before December 31, 2014 prior to becoming vested, then upon your return to employment and qualification to have your former benefit restored, your former Cash Balance Account will be vested and increased to reflect any interest credits that would have been added to your account for the period between your termination date and your subsequent reemployment date.

**Sample Calculations:** These calculations illustrate how a Cash Balance Account increases in value over time. Assume that Kim Jones is 35 years old with annual pay of \$40,000 (\$1,538 per pay period). Kim has an opening balance of \$20,000. The following chart shows how Kim's account balance would be credited over a 3-month period. To show how interest rates will affect the account balance, this example uses annual interest rates of 4% and 6%.

**TABLE I: CASH BALANCE ACCOUNT**

	Annual Interest Rate	
	4%	6%



Opening Account Balance:	\$20,000	\$20,000
+ Interest Credit ( $\frac{1}{12}$ of annual interest rate)	67	100
+ 1st monthly pay credit (13% of \$3,076 earned in two pay periods)	400	400
= New Account Balance	\$20,467	\$20,500
+ Interest Credit ( $\frac{1}{12}$ of annual interest rate)	67	101
+ 2nd monthly pay credit (13% of \$3,076 earned in two pay periods)	400	400
= New Account Balance	\$20,564	\$20,631
+ Interest Credit ( $\frac{1}{12}$ of annual interest rate)	68	102
+ 3 <sup>rd</sup> monthly pay credit (13% of \$4,614 earned in three pay periods)	600	600
= New Account Balance	\$20,955	\$21,056

The amount of your Cash Balance benefits is based on the value of your account balance, including monthly pay credits earned through the end of the month in which you leave Kodak and interest credits earned through the month preceding the month in which your benefit is scheduled to be paid. Table II provides a rough estimate of the Cash Balance Lump Sum payment you might expect to receive if you leave the Company at different points in your career. The chart assumes that there is no opening account balance, and the same rate of interest (either 4% or 6%, as indicated) throughout your career. The actual interest rate credited to your account is determined monthly and is expected to change frequently.

TABLE II: CASH BALANCE LUMP-SUM PAYMENT				
Years of Service	Interest Rate	Current Compensation		
		\$25,000	\$ 50,000	\$ 75,000
		Lump-Sum Payment		
10	4% Interest	\$39,875	\$ 79,750	\$ 119,625
	6% Interest	\$44,376	\$ 88,750	\$ 133,126
20	4% Interest	\$99,323	\$ 198,644	\$ 297,966
	6% Interest	\$125,113	\$ 250,223	\$ 375,334
30	4% Interest	\$187,949	\$ 375,895	\$ 563,842
	6% Interest	\$272,005	\$ 544,005	\$ 816,007

**Account Statements:** Periodically, you will receive personalized statements summarizing the activity in your Cash Balance Account. You will be able to see your account grow as monthly pay credits and interest credits accumulate. These statements will keep you up to date on the status of your Cash Balance retirement benefits and help you in your overall retirement planning. You may also log into your pension account on-line to view your balance.

## Disability and/or Unpaid Leaves of Absence Credits

**Long-Term Disability:** You will not receive any pay credit to your Cash Balance Account for the duration of your long-term disability. Your account will continue to earn interest. (Different rules applied prior to 2015.)

**Leave of Absence:** Whether you continue to receive monthly Cash Balance pay credits will be determined by the type of leave you take.

***Paid Leave:*** You will receive pay credits to your Cash Balance Account during any paid leave to the extent that you receive eligible compensation.

***Unpaid Leave of Absence and Other Approved Time Off without Pay:*** You will not receive any pay credits to your Cash Balance Account during an unpaid leave. Your account will continue to earn interest.

***Unpaid Military Leave:*** Your Cash Balance Account is credited with the pay credits you would have received if you had remained actively employed, provided you are re-employed in accordance with the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Otherwise, no pay credit will be given, as in an unpaid leave. In either case, your account will continue to earn interest.

## Claims and Payment of Benefits

The following describes how Cash Balance benefit claims are processed and paid by the Plan. Further details, including important information about claims and appeals filing deadlines, are provided in the “KRIP Claims and Appeals Procedures” summary. You should review that summary, along with the information provided here, whenever you submit a claim for Plan benefits. If you were employed prior to 2015 and were a Participant in Traditional KRIP, you will make separate elections for your Pre-2015 Traditional Benefit. See the Pre-2015 Traditional KRIP Benefit Appendix for additional details on electing to receive your Pre-2015 Traditional Benefit. If you terminated employment under circumstances that made you eligible for an STP Benefit, you will make a separate election for your STP Benefit as explained in the Termination Benefits Appendix.

**Filing your Claim for Benefits:** You become eligible for payment of your Cash Balance benefits when you retire or otherwise terminate employment with Kodak and all Subsidiaries, although you may also have a limited right to payment if you are still employed after age 59½. Your normal retirement date is the first day of the month following your 65<sup>th</sup> birthday. You may continue your employment beyond age 65.

- If you work past your normal retirement date, you generally will not receive your Cash Balance benefits until you actually retire.<sup>4</sup> See below for more information about in-service payment options for individuals who are age 59½ or older.
- If you retire or leave the Company prior to your normal retirement date, regardless of the reason for termination, you may elect to keep your Cash Balance benefits in the Plan as long as the value of your benefit exceeds \$1,000, but payment must begin no later than your normal retirement date.

If you terminate, your commencement paperwork will not automatically be mailed to you unless you are required to commence payment because you terminate employment after your normal retirement date. When you want to commence your retirement benefit, you must contact the Kodak Pension Service Center. The process can be started over the phone, or by logging into the website.

**LTD Recipients:** If you were vested when you became an LTD Recipient, you may elect to start your KRIP benefit at any time. However, if you start your benefit before you become eligible for early retirement or normal retirement, you must give up your rights to future LTD benefits.

If you are Retirement Eligible under KRIP, and elect to start your KRIP benefit, any benefit you receive will be offset against your LTD benefits. For a more complete

---

<sup>4</sup> If you turned 70½ in 2021 or an earlier year, you were required to commence payment by April 1st of the year after the year you turned 70½, regardless of your employment status.

description of how starting your KRIP benefit affects your LTD payments, refer to the “Pension Benefit Offset” section in the “Long-Term Disability” summary.

**Qualified Domestic Relations Orders:** Cash Balance benefits may be distributed to an alternate payee pursuant to a Qualified Domestic Relations Order regardless of whether the Participant is entitled to a plan distribution. A copy of KRIP’s procedures for the review and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**When You Elect Payment of Your Benefit:** Generally, your Cash Balance benefits cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your Cash Balance benefits be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won’t be issued before that period expires.

The date on which your Cash Balance benefits are effective, no matter which form of payment you choose, is always the first day of a month, although the actual issuance of a check or electronic payment may occur later in the month. The effective date cannot be retroactive, unless required by law. If your Cash Balance benefit becomes payable at a later date than you intended, interest credits will generally be added to your Cash Balance Account as usual through the month prior to payment. Other than that, interest (other than in accordance with the terms of the Plan) or other investment return is not paid because of the timing of a payment, even if the payment’s delay is the result of an administrative error.

Cash Balance benefits are payable the first day of the month after the latest of the following occurs:

- The end of a period beginning at least 30 days (but no more than 90 days) after you received the package of information about your Cash Balance benefits. This is required by IRS regulations but, as described above, the 30-day period can be waived.
- You have terminated employment (except as described below for Participants who qualify for an in-service payment option).
- You have properly completed and returned the Cash Balance election forms and elected a date to begin receiving your benefits.
  - *Please note that if you have reached your normal retirement date and terminated employment, you cannot delay payment by refusing to return*

*your forms. If payments are required to begin and you do not file a payment election in good order by the stated deadline, you will normally be required to receive payment in the normal payment form (see below) for your marital status.*

- If your KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a lump sum. Payment will be made to you unless you file a rollover election by the stated deadline.

If you die before the later of (i) your effective date of retirement or termination or (ii) the date your retirement benefits are first payable, benefits will be payable to your Survivors or estate as described later in “Survivor Benefits.”

**In-Service Payment Options:** Generally, your Cash Balance benefit is not available for payment while you are still employed. However:

- ***If you are at least age 59½ and still actively employed, you can make a one-time election to receive payment of your Cash Balance benefit as accrued through the end of the prior calendar year.*** That amount will be permanently subtracted from your Cash Balance Account and paid in the form of payment you elect. When you terminate employment, you can elect a different payment date and form of payment for any additional Cash Balance benefits you have earned. If you die after making an in-service payment election under this paragraph, death benefits for the portion of your Cash Balance Account paid out under this paragraph will be determined by the form of payment you elected. In contrast, the pre-retirement Survivor benefits described below will apply to any benefits you earned after the December 31<sup>st</sup> of the year before payment began.
  - Please note that this payment option does not apply to LTD Recipients. If you want to access your KRIP benefit, see above for the rules applicable to LTD Recipients.
- ***If you were a Participant as of November 1, 2022, you can elect to commence payment of your entire KRIP benefit (your Cash Balance benefit and, if applicable, any Traditional KRIP and STP Benefits not already in pay status) on or after the April 1 of the year after the year you reach age 70½.*** This is a permanent election that applies to your entire KRIP benefit and all future KRIP benefits you earn. Once payment begins, your Annuity payments will be adjusted annually (or an additional Lump Sum payment made each year, depending on your choice of payments) to reflect any additional benefits you earn. If you die, the form of payment you selected will control whether any death benefits are payable and, if so, to whom. (If you elected a Lump Sum or if there are additional amounts owed under your Annuity form of payment because of additional accruals in the year of your death, any additional accruals not yet paid out

will be paid to your beneficiary, if you have one, and otherwise to your estate.)

**Protected Benefit from Traditional KRIP:** If you were employed prior to 2000 and had elected to switch from Traditional KRIP to Cash Balance KRIP, any benefit earned under the Traditional KRIP formula prior to 2000 that was used to create your opening balance is protected, and becomes the minimum benefit you are entitled to receive under the Cash Balance option. This protected benefit, if any, is not reflected on your annual statements and is only calculated after you elect to receive your Cash Balance benefit. You will receive either your protected minimum benefit earned prior to the year 2000, or your total Cash Balance benefit, whichever is bigger. *This rule does not apply if you continued participating in Traditional KRIP after 2000 and first became a Cash Balance participant after 2014- in that case, your pre-2015 Traditional KRIP benefit and your post-2014 Cash Balance KRIP benefit are always calculated separately, and you receive both. It also does not apply to any future payments if you earn additional benefits after payment is made (for example, because you were rehired after you had terminated employment and taken payment, or had received a payment under an in-service withdrawal feature).*

**Recovery of Overpayments:** If all or some of the payments made under this Plan are paid in error, the Plan has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

## Payment Options

***Please note that your payment form and payment effective date, as well as the identity of any person named as a Survivor under a J&S Annuity (defined below), generally cannot be changed after payment begins.***

Your Cash Balance benefits can be paid to you in any of the following forms of payment:

- Lump Sum
  - The law requires access to Lump Sum payments to be suspended if the Plan falls below legally required funding levels. See below for details.
- Straight-life Annuity (normal form of payment for single Participants)



- Qualified joint and survivor (J&S) Annuity (normal form of payment for married Participants)
- J&S Annuity providing a 25%, 50%, 75% or 100% Survivor benefit
- Deferred J&S Annuity (if you were an active participant prior to 1996)

***Note: If you were employed prior to 2015 and were a participant in Traditional KRIP, see the Pre-2015 Traditional KRIP Benefit Appendix for payment options for your Pre-2015 Traditional Benefit. If you terminated employment under circumstances that entitled you to an STP Benefit, see the Termination Benefits Appendix for payment options for that benefit.***

These payment forms are described in greater detail below. If you elect an Annuity, it will be “actuarially equivalent” to your account balance. This means that the present value of your Annuity payments will be equal to your account balance.<sup>5</sup> Your Annuity amount is calculated using specified life expectancy assumptions for someone your age and the specified interest rate in effect under the Plan at the time of commencement and adjusted to reflect any survivor benefits you elect.

***Remember that if the Lump Sum value of your KRIP benefit is \$1,000 or less, you will automatically receive your benefits in one Lump Sum payment when your employment terminates. You can elect to roll over your Lump Sum distribution, or you can have the payment made directly to you. Your Lump Sum payment will be made as soon as administratively practicable after your termination.***

You will no longer receive monthly pay credits after the month in which you terminate employment or interest credits after the month prior to the month in which your benefit is scheduled to be paid.

**Lump Sum Option:** You may elect to take your Cash Balance benefits in one Lump Sum payment after you leave the Company. Your Lump Sum payment is the value of your account balance on the effective date of distribution. You may choose to have this payment made directly to you or roll it over to SIP, an IRA or other tax-qualified plan that accepts rollovers (see “Taxes” for more details). If you elect this payment option, you will no longer be a KRIP Cash Balance Participant and, therefore, no longer be eligible for or entitled to any Cash Balance benefits.

Please note that the law requires access to Lump Sum payments to be suspended if the Plan falls below legally required funding levels. As a general rule, required suspension is based on KRIP’s funding level, determined using its adjusted funding target attainment percentage, or AFTAP. In particular, if KRIP’s AFTAP is greater than or equal to 60% but less than 80%, the Plan can pay only up to 50%

---

<sup>5</sup> It is important to understand that the “actuarial equivalence” is based on average life expectancies and assumed interest rates. The actual amount you receive under an Annuity will ultimately depend on your actual life span and, for joint and survivor Annuities, the actual life span of your named Survivor(s).

of a benefit as a Lump Sum for eligible participants, and if the funding level is less than 60% (or less than 100% if the Company is in bankruptcy), the Plan can pay benefits only as permitted Annuities until the funding level is restored, when Lump Sums will again be available for eligible participants. Also, if KRIP's AFTAP is less than 60%, benefit accruals cease. The restrictions on benefit accruals and available forms of benefit payments apply to all KRIP benefits (Traditional and Cash Balance, as well as STP if relevant).

If you elect to receive an Annuity during a period when KRIP cannot pay Lump Sums, you will have the opportunity to elect a Lump Sum if and when the restrictions end, and the payment will generally be determined as of your original payment effective date using the assumptions in effect at that time, and then adjusted primarily to reflect any Annuity payments received. If you could have elected a Lump Sum in the absence of the payment restrictions but you elected to defer payment of the portion of your benefit subject to the Lump Sum restriction to a later time, your Lump Sum will be determined based on your Cash Balance Account when payment is eventually elected.

**Straight-Life Annuity:** If you are not married on the date your Cash Balance benefits begin, your benefits are payable in the form of a straight-life Annuity. This is the "normal" form of payment in this situation. It means that the full amount of your monthly benefits will be paid to you throughout your lifetime, and no payments will be made to any Survivor after your death. However, you may decline this normal form of payment and select any of the optional payments described in this section.

As noted above, your straight-life Annuity is "actuarially equivalent" to your account balance. The chart below shows a sample of how a Cash Balance Account converts to a monthly Annuity, assuming that either a 4% interest rate assumption or a 6% interest rate assumption applies at the time of commencement:

TABLE III: STRAIGHT-LIFE ANNUITY

Cash Balance Account at Commencement	Age	Monthly Annuity (4% interest rate)	Monthly Annuity (6% interest rate)
\$50,000	45	\$216	\$280
	55	\$252	\$312
	65	\$319	\$378
\$100,000	45	\$432	\$559
	55	\$503	\$625
	65	\$637	\$755

If you elect a straight-life Annuity form of payment, you will no longer have a Cash Balance Account, but will be entitled to the Annuity payments you elected. Payments will stop when you die.



**J&S Options:** When considering these J&S options, you should review the special rules applicable to them, which are described under “Special J&S Rules.” If you elect a J&S Annuity form of payment, you will no longer have a Cash Balance Account, but will be entitled to the Annuity payments you elected. Payments will stop when you and your named Survivor(s) have died.

**Qualified Joint and Survivor Annuity (Qualified J&S):** If you are married at the time your Cash Balance benefits begin,<sup>6</sup> your benefits will be paid automatically as a 50% J&S Annuity, with a monthly benefit payable for your life and the 50% Survivor benefit payable after your death to the person who is your Spouse at the time that payments begin, if that person survives you. If that person dies first, no payments will be made after your death. Under the 50% J&S Annuity option, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your Spouse, as well as yourself. The amount of the reduction depends on your age and the age of your Spouse when payments begin.

#### **IMPORTANT!**

The 50% J&S Annuity option described above is required under federal law to be the normal form of payment for a married Participant. However, you may decline this option prior to retirement (or prior to the time you begin receiving benefit payments), if you wish. To do so, you will be required to sign a special form declining the option and, unless you elect the 75% or 100% J&S option with your Spouse as sole named Survivor, you will also be required to provide a specific waiver, signed by your Spouse and notarized.

**Example:** Mary Smith has a straight-life Annuity retirement benefit equal to \$2,000 a month. Mary's Spouse is 3 years younger. To compute Mary's qualified J&S payment amount, actuarial tables are used to determine the joint-and-survivor percentage, which in Mary's case is .865. Mary's normal benefit of \$2,000 is multiplied by .865 to produce a reduced monthly benefit of \$1,730.

If Mary dies before her Spouse, her spouse will receive \$865 each month for as long as he lives (50% of Mary's \$1,730 monthly benefit). In other words, Mary's monthly benefit is reduced by \$270 (\$2,000 minus \$1,730) to provide her Spouse with a benefit of \$865 a month if he survives her.

**25%, 50%, 75% or 100% J&S Annuities:** You may elect to have your retirement benefits paid in an optional form of payment that will provide you with a lifetime monthly payment, and which will then provide a lifetime benefit to your Spouse or any other person(s) you designate at the time that payments begin, if your named Survivor(s) survives you. (If you were not an active Participant before 1996, you may designate only one named Survivor.) You can elect to have the amount of the survivor benefit total 25%, 50%, 75% or 100% of the monthly amount you had been receiving. If you elect a J&S form of payment, your monthly payment amount

---

<sup>6</sup> Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor(s), as well as yourself. The larger the survivor percentage you elect, the larger the reduction to your monthly payment will be. Likewise, your age and the age of your named Survivor(s) when payments begin, as well as the number of Survivors if you are eligible to name more than one, will affect the amount of the monthly payment.

**Deferred J&S Annuities:** If you were an active Participant before 1996, you may elect to combine a straight-life Annuity with a deferred J&S Annuity (25%, 50%, 75% or 100%), or to combine a 50% J&S Annuity with a deferred 75% or 100% J&S Annuity. This means that your benefits will begin as a straight-life Annuity or a 50% J&S, depending on which you select, and then, if you and your named Survivor are both alive on the date you selected (at the time you requested payment to begin) for conversion of your original Annuity form to the deferred Annuity form, your benefits will convert to the 25%,<sup>7</sup> 50%, 75% or 100% J&S elected when payment began. If you elect one of these deferred J&S forms of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. Your age and that of your Survivor, whether you begin with a straight-life Annuity or a 50% J&S Annuity, the chosen conversion date, and the survivor percentage you choose will all affect the amount of the reduction.

**Special J&S Rules:** If you are considering electing a J&S form of payment, there are some special considerations you should bear in mind:

- You should be aware that if your Spouse or the person you designated dies after you have begun to receive your reduced J&S benefits, the benefits payable to you will not be increased, and you cannot designate a new Survivor. This is true even if your Spouse was your designated Survivor and you remarry after your Spouse's death- your new spouse will not be entitled to any survivor benefits.
- You should also be aware that if you do not have a J&S option in effect, no Cash Balance benefit will be payable to anyone after you die.
- If you become divorced after you have begun receiving your reduced J&S benefits with your Spouse as named Survivor, you will continue to receive your reduced benefits, and your former Spouse will remain entitled to receive the Survivor benefit if you die first. *This cannot be changed, regardless of the terms of your divorce decree.* If you remarry, your J&S election covering your prior Spouse will not carry over to your new Spouse, even if your prior Spouse has since died.

---

<sup>7</sup> Available only if you started with a straight-life Annuity.

- There is one exception to the usual rules that apply in the event of divorce. If you marry less than a year before you begin receiving a qualified J&S 50% Annuity, and then divorce after your benefits begin but before you have been married at least 364 days, your payment will be converted to a straight-life Annuity as of the date of the divorce. You will not be entitled to any increase in payments for the period during which the qualified joint and survivor Annuity form was in effect, but your benefit payments will be increased on a prospective basis to the amount that you are entitled to receive under the straight-life Annuity. This conversion to the straight-life form of payment is automatic; you cannot elect an alternative form of payment. If this affects you, inform the Kodak Pension Service Center promptly so that your payments can be adjusted.
- If your named Survivor is not your Spouse and is more than 10 years younger than you, you may not be eligible to elect the 75% or 100% J&S forms of payment. The maximum survivor percentage permissible will be determined by federal law.

**Changes in Forms of Payment:** You may change your form of payment before the effective date of your benefit payments by contacting the Kodak Pension Service Center. You cannot change your form of payment, or your Survivor under a J&S Annuity, once your elections have been processed, or on or after the effective date of your benefit payments.

**If You are Rehired:** If you are rehired after you began receiving your Cash Balance benefits as Annuity payments, your payments will continue without interruption. If you received a Lump Sum, you can retain the Lump Sum. Any benefits you earn after your rehire won't be affected by the payment option applicable to your earlier benefits.<sup>8</sup>

## Missing Payees

It is very important that you keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary(ies), as applicable, and respond promptly to communications from KRIP asking you to verify your address and/or notifying you of required payments. Failure to do so can have adverse economic consequences for you. For example:

- If you do not make a payment election by the time KRIP requires you to begin receiving benefits (i.e., your normal retirement date (the first day of the month after you turn 65), unless you are still employed by Kodak at that date), you

---

<sup>8</sup> Special rules may apply if you are rehired after attaining age 73 (age 72 if you were at least 72 by December 31, 2022), or if you had elected or been required to receive in-service payment of your entire KRIP benefit after reaching age 70½.

generally will be defaulted into the normal form of payment for your marital status, even if you would have preferred another form.

- If payments cannot begin by the time required by federal law (generally, April 1 of the year after the year in which you have attained age 73<sup>9</sup> and terminated employment), you will normally be subject to a penalty tax.
- If you or your beneficiary/Survivor cannot be found when payment is due, payments will be suspended. No interest will be paid as a result of the suspension.
- Failure to cash a check may result in forfeiture of the check amount with only the right to have that check reissued upon request. Failure to cash a check does not excuse you from paying taxes in the year the check was originally issued.

## Pre-Retirement Survivor Benefits

This section describes the benefits that may be available to your Survivors with respect to your Cash Balance benefit if you die before you start your benefits. (See the previous section for descriptions of the types of Survivor benefits available after payments begin, and how to elect those benefits.) Please note that if you die after commencing benefits with respect to part of your Cash Balance Account but not all of it (for example, if you had commenced payment after terminating employment but subsequently you were rehired and earned additional benefits, or if you had made a one-time election for in-service commencement of benefits after attaining age 59½ and then earned additional benefits), the pre-retirement Survivor rules only apply to the portion of your Cash Balance benefit that is not covered by your prior payment election.

**Naming a Beneficiary for Survivor Benefits:** Once you become a Cash Balance Participant, you should designate the beneficiary(ies) who will receive your Cash Balance benefits if you die before commencing your benefit. Generally, married Employees name their Spouses as their beneficiaries. However, you are free to name a person other than your Spouse as your beneficiary, provided your Spouse gives written notarized consent to the alternative beneficiary.<sup>10</sup> If you are married and designate a beneficiary other than your Spouse, your designation will not be valid until you provide the required spousal consent. (If you had designated a beneficiary and subsequently marry, your beneficiary designation will immediately be voided, and your new Spouse will be your beneficiary until and unless you file a different designation and provide your Spouse's waiver.) You may also name a

---

<sup>9</sup> Age 70½, if you attained age 70½ prior to 2020, and age 72 if you were not yet 70½ as of December 31, 2019 but attained age 72 by December 31, 2022. The age is scheduled to increase to 75 in 2033.

<sup>10</sup>Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

contingent beneficiary to receive the value of your account if your primary beneficiary dies before you.

If you are married and fail to designate a beneficiary (or if you attempt to designate someone else but do not timely file your Spouse's notarized consent), your surviving Spouse is automatically the beneficiary of your Cash Balance benefits. If you are not married and you fail to properly designate a beneficiary, your benefit will be distributed to your estate. You may change your beneficiary at any time by properly completing and returning a new beneficiary designation form (which must include new spousal consent, if you are married and your Spouse is not your sole primary beneficiary). The form is available on the Kodak Pension Service Center website or can be requested by calling the Kodak Pension Service Center.

Your beneficiary designation pertaining to your Cash Balance benefits will be revoked automatically on January 1 of the calendar year in which you attain age 35, if you are married at that time and your designated beneficiary on file is not your current Spouse. If you want to name someone other than your current Spouse as your beneficiary, you should complete a new beneficiary designation form.

Make sure to keep KRIP informed of changes in your marital status, and to review and update your beneficiary designations (and your beneficiaries' addresses on file with KRIP) periodically and after any significant change in your personal situation or financial planning strategies.

**Cash Balance Beneficiary Designation Process:** Effective November 1, 2017, only beneficiary designations properly submitted through the Plan's third-party recordkeeper in a manner approved by KRIPCO will be valid. All beneficiary designations submitted in any other manner became void on December 1, 2017. KRIPCO from time to time may require participants to re-designate beneficiaries in a prescribed manner and void those designated in any other manner, even if they had been previously approved by KRIPCO.

**Payment of Survivor Benefits:** If you die before your Cash Balance benefits begin, your beneficiary(ies) will be entitled to receive Survivor benefits equal to your Cash Balance Account. If you do not have a beneficiary on file at the time of your death, your Cash Balance benefits will be paid to your Spouse if you are married; otherwise, to your estate. (If your beneficiary dies after you but before receiving payment, payment will be made to your beneficiary's estate.)

**For Beneficiaries Other than Your Spouse:** The Survivor benefits will be paid to your beneficiary in the form of a lump-sum payment as soon as administratively practicable after your death.

**For Spouse Beneficiaries:** The Survivor benefits will be paid to your Spouse in the form of a Survivor Annuity (that is, an Annuity payable monthly for your Spouse's lifetime, with no payments after your Spouse's death), unless your

Spouse elects to receive a Lump Sum payment. If the total KRIP benefits payable to your Spouse are \$5,000 or less at the time of your death, your Spouse will automatically receive a single Lump Sum payment, paid as soon as administratively practicable after your death.

If your Spouse elects the Lump Sum option, the payment amount will equal your account balance. If your Spouse receives an Annuity, it will be “actuarially equivalent” to your account balance. This means that the present value of your Spouse’s lifetime Annuity payments will be equal to your account balance. Your Spouse’s lifetime Annuity amount is calculated using specified life expectancy assumptions for someone your Spouse’s age and the specified interest rate in effect under the Plan at the time of commencement. The chart below shows an example of how a Cash Balance Account balance converts to a monthly Annuity.

If your Spouse elects the Survivor Annuity, payments will normally begin as of the first day of the fourth calendar month following your date of death. Your Spouse will receive equal monthly payments, based on your Spouse’s life expectancy, until he or she dies. Your Spouse can elect an earlier or (if you die before your normal retirement date) later starting date for receiving your benefit, as long as an election is made in accordance with the election procedures established by KRIPCO. Your Spouse can revoke his or her election by written notice at any time before the requested distribution date, but it will become irrevocable thereafter.

**TABLE III: STRAIGHT-LIFE ANNUITY**

<b>Cash Balance Account at Commencement</b>	<b>Age</b>	<b>Monthly Annuity (4% interest rate)</b>	<b>Monthly Annuity (6% interest rate)</b>
\$50,000	45	\$216	\$280
	55	\$252	\$312
	65	\$319	\$378
\$100,000	45	\$432	\$559
	55	\$503	\$625
	65	\$637	\$755

If your Spouse elects the Lump Sum payment option, he or she must request this distribution in writing in accordance with the election procedures established by KRIPCO prior to the date your Spouse’s benefits are otherwise scheduled to begin.

## **Taxes**

The tax treatment of distributions from KRIP will depend on the payment method you elect as well as tax laws and regulations in effect at the time you elect



payment. Under current federal tax laws, you have to pay income taxes – computed at ordinary tax rates – on the full value of Annuity payments. Additional details regarding the taxation of your distribution are provided in the Special Tax Notice included with your retirement or termination benefit package. In certain cases, your distribution may be subject to a 10% penalty tax. Because several factors may determine the specific tax consequences of your payment option, you may wish to consult a tax advisor before selecting a payment option.

**Annuity Payments:** Under current federal tax laws, 100% of your Annuity payment is taxable.

**Rollover Distribution of Lump-Sum Payments:** Taxes should continue to be deferred on Lump Sum payments from KRIP that are rolled over to SIP, a traditional IRA or another employer's qualified retirement plan that accepts rollovers. For this purpose, a "qualified retirement plan" includes any retirement plan qualified under Section 401(a) of the Internal Revenue Code (such as a defined benefit, profit sharing, 401(k), or employee stock ownership plan), plans that meet the requirements of Section 403 of the Internal Revenue Code (such as a "tax-deferred Annuity" or "403(b) plan") or government plans described in Section 457(b) of the Internal Revenue Code. You will have to pay tax on any amounts you roll to a Roth IRA, but payments from the Roth IRA will thereafter be governed by the special rules applicable to Roth IRAs.

Payments eligible for rollover can be made in one of two ways: (1) you can have all or a portion of your payment paid in a direct rollover; or (2) you can have the payments paid to you. Your choice will affect the taxes you owe. For example, if you choose to have your plan benefits paid to you, you will receive only 80% of the payment because the plan administrator is required to withhold 20% of the payment for federal income taxes. If you elect that a payment be made to you prior to reaching age 59½, you may be subject to an additional 10% penalty tax. You are also responsible for taxes on payments rolled over to a Roth IRA.

***If you choose a direct rollover to SIP, a traditional IRA or another employer's qualified retirement plan:***

- Your payment will not be taxed in the current year, and no income tax will be withheld.
- Your payment will be made payable to SIP, the traditional IRA or another employer's qualified retirement plan that has agreed to accept your rollover.
- Your payment will be taxed later when you take it out of SIP, the traditional IRA or another employer's qualified retirement plan that accepts rollovers.

***If you choose a direct rollover to a Roth IRA:***

- Your payment will be taxed in the current year to the extent that you would have been taxed had the payment been made directly to you. However, no taxes will be withheld from your rollover distribution, so you will need to plan ahead to make sure you have adequate resources to pay taxes on the rolled over amount and meet any estimated tax filing obligations.
- If amounts held in the Roth IRA meet certain requirements, subsequent distributions from your Roth IRA may be exempt from income tax.

***If you choose to have your Plan benefits paid to you:***

- You will receive only 80% of the payment, because the plan administrator is required to withhold 20% of the payment for federal income taxes.
- Your payment will be taxed in the current year, unless you roll it over to a traditional IRA or another employer's qualified retirement plan that accepts rollovers within 60 days of receiving it.

***Note:*** *If you have terminated employment, rollovers from KRIP to SIP are only allowed through a direct rollover. You cannot roll over your KRIP payment to SIP once KRIP benefits are paid to you, unless you are still employed and eligible to make an indirect rollover to SIP under SIP's normal rules.*

- You can roll over the payment to your IRA or to another employer's qualified retirement plan that will accept your rollover within 60 days of receiving the payment. If you roll over the payment to a traditional IRA or another employer's qualified retirement plan, the amount rolled over will not be taxed until you take it out of the IRA or another employer's qualified retirement plan that accepts rollovers. If you roll it over to a Roth IRA, you will be taxed in the current year to the extent you would have been taxed had you not rolled over the payment, but payments from the Roth IRA will thereafter be governed by the special rules applicable to Roth IRAs.
- If you want to roll over 100% of the payment, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and not rolled over.

A surviving Spouse has the right to roll over a Lump Sum KRIP distribution to an IRA or any qualified plan accepting rollovers. These rollover rules also apply to a Spouse or former Spouse who is an alternate payee under a Qualified Domestic Relations Order. If you are a beneficiary who is neither a surviving Spouse nor a spousal alternate payee, you cannot roll over the payment yourself. However, you may be permitted to make a direct transfer of your payment to an inherited IRA established solely to receive your death benefit payment, so long as you are an individual or qualifying trust.



As noted above, amounts withdrawn from KRIP may be subject to an extra 10% penalty tax depending on the circumstances surrounding the withdrawal. For example:

- Annuity payments normally are exempt from the 10% penalty tax.
- If you leave the Company for any reason in or after the year you reach age 55, your KRIP payments are not subject to the extra 10% penalty tax.
- If you become totally and permanently disabled, your KRIP payments are not subject to the extra 10% penalty tax.
- If you die, the value of your Cash Balance Account will be distributed (see “Survivor Benefits” above) and will not be subject to the 10% penalty tax.
- Payments made to an alternate payee under a Qualified Domestic Relations Order are exempt from the 10% penalty tax.

There may be other circumstances that allow you to qualify for a penalty tax exemption. You should consult your tax advisor to determine whether an exemption is available in your particular situation. Of course, you can avoid the penalty tax by leaving your funds in KRIP until you reach age 59½ or qualify for one of the other exceptions, by electing to receive a lifetime Annuity, or by “rolling over” the amount you withdraw into an IRA or another employer’s qualified retirement plan that accepts rollovers.

The foregoing is not a complete discussion of the tax rules applicable to KRIP, and this SPD is not intended to provide you with tax or financial advice. You should consult your tax advisor before requesting payment from KRIP, and with any questions you have about the tax consequences of participating in or taking payments from KRIP.

## **Benefit Limitations**

**Maximum Benefits:** The maximum amount of benefits that you can earn under KRIP in a given year, as well as the maximum amount payable to an individual by KRIP in a given year, is subject to limits imposed by law.

**Funding-Based Benefit Limitations:** If KRIP’s adjusted funding target attainment percentage, or AFTAP, is less than 60%, benefit accruals cease.

**Limitation of Rights:** Although your interest in the plan is non-forfeitable, you have no individual right to, or interest in, the assets of the Plan, whether deposited in the trust funds or held by insurance companies under various contracts, except as expressly provided in the Plan. Benefits are payable only from KRIP’s trust fund, except as provided by the PBGC guarantee described below.

**Assignment:** KRIP provides that no benefit under the Plan is subject in any manner to voluntary or involuntary alienation, anticipation, sale, transfer, assignment, pledge or encumbrance, nor to any seizure, attachment or other legal process for the debts of a Participant or beneficiary. However:

- KRIP will honor a federal tax levy when compliance is required by law.
- The Plan must pay benefits to a divorced Spouse or with respect to child support if required to do so by a Qualified Domestic Relations Order, and in some cases, may allow or require payment to an alternate payee under a Qualified Domestic Relations Order even if you are not yet entitled to payment.
- If you are convicted of a crime involving the Plan or are subject to a judgment involving a violation of ERISA with respect to the Plan, your interest in the Plan may be attached.
- If you or your beneficiary is under a legal or other disability or incapacity at the time payment is due, payment may be made to a guardian or other third party for the disabled or incapacitated person's benefit.
- If KRIP receives written instructions from a Plan Participant or a beneficiary entitled to receive a benefit payment, and those instructions indicate that a portion of the benefit payment should be paid to a third party who has filed the appropriate documentation with KRIPCO, payment can be made in accordance with those instructions until such instructions are revoked or modified by the Participant or beneficiary.

## **Plan Modification and Termination**

The Kodak Board of Directors reserves the right, and either the Board or such other person that the plan document or the Board or its delegee may designate has the right, to modify or amend the Plan at any time. Amendments might occur due to changes in the tax law, whether by amendment of statutes, publication of regulations or court interpretation. For example, if a change were to affect the Plan's tax status, Kodak may amend the Plan in accordance with the change.

Furthermore, even if there are no changes in the law that would require the Plan to be amended, the Plan and the trust may be amended, modified or terminated, in whole or in part, at any time by action of the Kodak Board of Directors or such other person that the plan document or the Board or its delegee may designate. However, no amendment or modification may be made which will deprive you or your beneficiary of any benefits already earned. Nor, prior to the satisfaction of all liabilities to Plan Participants and their beneficiaries, may the Plan or trust be amended to make it possible for any part of the principal or income to be used for, or diverted to, purposes other than providing benefits to Participants or their beneficiaries, and defraying reasonable expenses of administering the Plan.

If the Plan were to be terminated, retirement benefits for retired persons and for persons who have terminated employment with a vested right would be payable from the trust. All assets of the Plan's trust would be used to satisfy obligations to persons who have accrued rights under the Plan. Under no circumstances would those assets be used for any other purpose prior to the satisfaction of liabilities with respect to these persons.

Kodak, as plan sponsor, does have the right to direct KRIPCO to purchase annuity contracts to provide for some or all of the benefits owed by KRIP. If this were to happen, any individuals whose pensions are annuitized will cease to be Plan Participants or beneficiaries (as applicable), but will be entitled to receive payment from the insurance company that issues the annuity.

If this Plan were to be terminated with insufficient assets to cover all the obligations, your benefits would be wholly or partially (depending on the circumstances) guaranteed by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. Premiums for this insurance are paid by the Plan. There is no cost to Employees. The PBGC is a government agency, established by federal law. The coverage it offers is limited by law. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the plan sponsor; (4) benefits for which you have not met all of the requirements at the time your plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at your plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional

information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

## Plan Identification

The Kodak Retirement Income Plan is sponsored and maintained on a Trusteed and insured basis by Eastman Kodak Company, 343 State Street, Rochester, NY 14650-0901. Kodak's Employer Identification Number, assigned by the Internal Revenue Service, is 16-0417150.

The plan number, assigned by Kodak, is 001. The Plan was established January 1, 1929, and Cash Balance was added on January 1, 2000. This benefit summary reflects the terms of the Plan in effect at the time of publication unless otherwise specified. Financial records are maintained on a calendar year basis, with each plan year ending December 31.

By law, the Plan is classified as a defined benefit pension plan. The plan administrator is the Kodak Retirement Income Plan Committee, located at the above address (telephone number: 585-724-4800). You may direct questions or concerns to KRIPCO, c/o VP, Human Resources; however, you are urged to first call the Kodak Pension Service Center. Doing so often results in the prompt resolution of any concerns.

KRIPCO members are identified by the plan document. KRIPCO has full discretionary authority for answering all questions arising in the administration, interpretation, and application of the Plan. Its interpretation and conclusions shall be final and binding upon all parties.

The plan administrator is the designated agent for service of legal process with respect to all KRIP benefits. Legal process may also be served on the plan Trustee, The Bank of New York Mellon at 1 Boston Pl., Boston, MA 02108.

**Plan Document Controls:** If there is a conflict between this Plan's benefit summary (or any oral or written statement from any person, including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier or claims administrator or record keeper) and the plan document, the plan document will control. See the "General Plan Information" summary to find out how to get a copy of the plan document.

# APPENDIX: PRE-2015 TRADITIONAL KRIP BENEFIT

This appendix applies only to the December 31, 2014 frozen benefit under Traditional KRIP (“Pre-2015 Traditional KRIP benefit”). You have a Pre-2015 Traditional KRIP benefit if you were a Traditional KRIP participant on December 31, 2014. Traditional KRIP benefits were available to you only if you were an eligible Employee first hired before March 1, 1999 and you did not elect to transition to the Cash Balance formula in 2000 (or under the rules for individuals originally employed prior to 2000 and subsequently rehired).

## Vesting

Your right to ownership of your KRIP benefits is referred to as “vesting.” KRIP provides for full vesting for everyone who was employed on or after January 1, 2015. Prior to January 1, 2015, KRIP Participants who terminated from employment prior to age 65 were required to have worked a certain number of years of “vesting service” in order to “vest” in the right to a pension. For Participants credited with an hour of service on or after January 1, 2008, three years of vesting service were required. Prior to that point, five years of vesting service were required (and in some earlier years, a longer period of service was required).

**Vesting Applies to this Plan Only:** Your vested right under KRIP does not entitle you to benefits under any other Company plan.

## Types of Retirement

**Normal Retirement:** Your normal retirement date is the first day of the month following your 65th birthday. No minimum length of service is required if you retire on or after that date. Retirement benefits are payable beginning on that same date if you have terminated employment. If you continue working past your normal retirement date, you are permitted to start receiving your Traditional KRIP benefit if you want, or you can delay payment until your termination of employment (or the first of any month after your normal retirement date but before your termination).

**Early Retirement:** You are eligible to retire early if you are Retirement Eligible (i.e., you are at least age 55 and have completed at least 10 years of total service) or, for KRIP purposes only, if you become a Vested 75 Participant (see below). You may begin receiving your monthly retirement benefits as of the first of any month after you leave the Company. In addition, a Participant who has not terminated employment but who has attained the age of at least 60 years and has accrued 30 or more years of total service and who was employed prior to January 1, 1996 may commence payment of the Participant’s Traditional KRIP benefit while still employed.

**Vested 75 Participants:** If you are a Lump-Sum Eligible Participant (as defined below), you are eligible for an early retirement benefit when you become a Vested 75 Participant (that is, the sum of your age and total service equals 75 years and you are not otherwise Retirement Eligible) and have terminated employment.

- To be “Lump-Sum Eligible” or a “Lump-Sum Eligible Participant,” you must have been an Employee of the Company either:
  - On April 19, 1990; or
  - At any time after April 19, 1990 and before January 1, 1996, and have two or more years of total service after August 31, 1990.

### **Deferred Retirement**

You may continue your employment beyond age 65. If you work past your normal retirement date, you generally will not receive your retirement benefit until you actually retire, but you may elect to commence payment of your Traditional KRIP benefit while you continue working if you wish to do so.<sup>11</sup>

Also, if you were a Participant as of November 1, 2022, you can elect to commence payment of your *entire* KRIP benefit (your Traditional KRIP benefit, any Cash Balance benefit, and, if applicable, any STP Benefit not already in pay status) on or after the April 1 of the year after the year you reach age 70½. This is a permanent election that applies to your entire KRIP benefit and all future KRIP benefits you earn. Once payment begins, your Annuity payments will be adjusted annually (or an additional Lump Sum payment made each year, depending on your choice of payments) to reflect any additional benefits you earn. If you die, the form of payment you selected will control whether any death benefits are payable and, if so, to whom. (If you elected a Lump Sum or if there are additional amounts owed under your Annuity form of payment because of additional accruals in the year of your death, any additional accruals not yet paid out will be paid to your beneficiary, if you have one, and otherwise to your estate.)

### **Calculation of Pre-2015 Traditional KRIP Benefit**

The calculation of your Pre-2015 Traditional KRIP benefit is based upon your “accrued service” and your “average participating compensation” as of December 31, 2014. Another factor in the benefit calculation is the “Average Social Security Base.” If you are married and don’t commence payment within the first three months after your employment terminates and you and your Spouse do not waive

---

<sup>11</sup> If you turned 70½ in 2021 or an earlier year, you were required to commence payment by April 1st of the year after the year you turned 70½, regardless of your employment status.



QPSA/PRSB coverage, your benefit will be reduced to pay for that coverage (see “Survivor Benefits” below).<sup>12</sup>

**Accrued Service:** For most participants who are Regular Full-time Employees, credit for accrued service will be the number of years you have worked for a Participating Company. Usually this will equal your total service. For others, particularly participants who work part-time or have service at a Kodak Subsidiary, accrued service will be less than total service.

***Example:** If you work a full year as a part-time Employee, you will generally be considered to have one year of total service. However, your accrued service (strictly for purposes of calculating your retirement benefit) may equal less than one year if you are paid for less than 1,900 hours. In general, to determine your accrued service, divide the total number of hours for which you are paid by 1,900 hours.*

All accrued service in the Plan was frozen as of December 31, 2014.

**LTD Recipients:** As an LTD Recipient, your period of time on LTD may be included in your accrued service up to December 31, 2014 if you were rehired for at least one year after your disability or you become eligible for early or normal retirement while you are an LTD Recipient. For more information on how this service is credited, you should contact the Kodak Pension Service Center.

**Leaves of Absence:** If you took an approved leave of absence other than a military leave, accrued service credit was given for the length of the leave, up to a maximum of one year, if the leave was unpaid.<sup>13</sup> If the leave was paid, accrued service credit was given for the entire leave period. The amount of service credit you received for your leave period depends on your employment status as of the date your leave began. Accrued service was frozen as of December 31, 2014.

If you took a military leave, accrued service credit was given in the same manner as credit for a paid leave of absence if you were re-employed as described in the Uniformed Services Employment and Reemployment Rights Act of 1994. Otherwise, credit was given in the same manner as credit for an unpaid leave of absence.

**Average Participating Compensation (APC):** Your “average participating compensation” is based on your highest consecutive 39 periods of “participating compensation” (as defined below), including earnings while at a Subsidiary, over your last 10 years prior to the earlier of the period in which you retire or leave the Company or December 31, 2014. A “period” consists of four weeks, or five weeks

---

<sup>12</sup> If you are not married when your employment terminates but you later marry before your pension payments have begun, you and your new Spouse must waive QPSA/PRSB coverage at that time, or the coverage charge will apply for each month thereafter that coverage is in effect.

<sup>13</sup> This one-year restriction may not have applied prior to 1995.

in the case of the 13th period in certain years. If you are an LTD Recipient, your calculation may be different. APC was frozen as of December 31, 2014.

**Participating Compensation:** This is the portion of your earnings credited toward the calculation of your retirement benefit (subject to IRS limits). It consists of wages or salaries paid for the performance of duties, plus allowances paid for authorized periods of absence. Examples of items included are: base pay, variable pay, pattern allowances, most types of commissions, Short-Term Disability pay funded by Kodak, vacation pay, holiday allowances, overtime payments and premiums, 1997 and later rate review performance bonuses, salary deferrals to the Savings and Investment Plan (SIP), and pre-tax salary reductions under the Flex Program. Examples of items not included in participating compensation are: tuition aid payments, awards, reimbursements for travel and moving expenses, relocation allowances, tax allowances and gross-ups, fringe benefits, termination/severance allowances, imputed income relating to your Domestic Partner's participation in Kodak benefits, workers' compensation awards, and payment for unused vacation when you terminate from the Company. The definition of "participating compensation" has changed over the years, and the benefits you earned during a given period were based on the definition in effect for that period. The amount of participating compensation taken into account when calculating benefits was limited in accordance with the maximum compensation threshold set by the IRS for the relevant year.

**Average Social Security Base (ASSB):** The "Average Social Security Base" used in the calculation of your retirement benefit is based on the earlier of your final three years of employment (the 39 four (or five)-week periods prior to the period in which you retire or leave the Company) or the three years beginning January 1, 2012, however, for LTD Recipients the calculation may be different. The ASSB is computed by averaging the wage bases for Social Security tax purposes in effect during that time.

**The Pre-2015 Traditional Benefit Calculation Formula:** Your Pre-2015 Traditional Benefit was calculated according to the following formula:

<b>Step 1:</b>	Calculate 1.3% (.013) of your average participating compensation (APC) up to and including the Average Social Security Base (ASSB), plus 1.6% (.016) of your APC above the ASSB.
<b>Step 2:</b>	Multiply the result in Step 1 by your accrued service, up to and including 35 years.
<b>Step 3:</b>	Multiply the result in Step 2 by 1% (.01) for each year of accrued service over 35 years.
<b>Step 4:</b>	Add the result in Step 2 to the result in Step 3 to obtain your annual benefit at age 65 (or older).



<b>Step 5:</b>	(This step is to be completed only if you retire early or leave the Company and wish payments to begin before age 65.) Multiply the result in Step 4 by the appropriate percentages from the applicable Retirement Table(s) below. If you are Lump-Sum Eligible and your age is not shown on the applicable table, you can call the Kodak Pension Service Center for an estimate.
----------------	---

**Example of Normal Retirement Benefit Calculation:** John Doe's 65th birthday was December 15, 2014. He had 38 years of accrued service. His salary was \$80,000 and his December 31, 2014 APC was \$78,000. The ASSB as of December 31, 2014 was \$76,400. John's Pre-2015 Traditional Benefit was calculated<sup>14</sup> as follows:

<b>Step 1:</b>	1.3% of APC up to and including ASSB plus 1.6% of APC in excess of ASSB (.013 x \$76,400 = \$993.20) (.016 x \$1,600 = \$25.60) (\$993.20 + \$25.60 = \$1,018.80)
<b>Step 2:</b>	\$1,018.80 times 35 years of accrued service (\$1,018.80 x 35 = \$35,658.00)
<b>Step 3:</b>	\$35,658.00 times .03 (1% for each year of accrued service over 35 years) (\$35,658.00 x .03 = \$1,069.74)
<b>Step 4:</b>	Add steps 2 and 3 (\$35,658.00 + \$1,069.74 = \$36,727.74)

John's annual KRIP retirement benefit is \$36,727.74. His monthly KRIP payment will amount to \$3,060.65 (annual benefit of \$36,727.74 divided by 12).

**Example of Early Retirement Benefit Calculation:** Let's assume that John was 53 years old and had 30 years of accrued and total service as of December 31, 2014. Using the numbers calculated in Step 1 of the example above, his Pre-2015 Traditional KRIP age 65 benefit is now \$30,564.00 (\$1,018.80 times 30 years of accrued service). To determine his early retirement benefit when he eventually leaves the company, you must multiply the appropriate percentages from the early retirement tables (see "Retirement Tables").

**LTD Recipients:** If you are an LTD Recipient, your Pre-2015 Traditional KRIP benefit will never be less than the benefit calculated using your actual accrued service and earnings prior to the time you went on LTD (your actual benefit). Alternatively, your Pre-2015 Traditional KRIP benefit may instead be calculated using assumed accrued service and earnings for any period of time that you were on LTD status (with certain limits) up to December 31, 2014. You won't earn any additional Traditional KRIP benefits after 2014, even if you remain an LTD Recipient. The amount of your benefit will be affected by any decision you make

<sup>14</sup> Calculations are rounded up if at least halfway to the next integer.

to commence benefits prior to your Normal Retirement Date, with different rules applying depending on whether you are eligible for Early Retirement at the time you do so.

**Retirement Estimates Available Upon Request:** Participants can view retirement estimates online through the Kodak Pension Service Center website, or can request a paper estimate by phone. However, bear in mind that an estimate is only an estimate. Even though you cannot earn additional benefits under Traditional KRIP, various factors such as changes in your early retirement eligibility, changes in your marital status, and changes in actuarial assumptions can affect your benefits.

### **Retirement Tables for Pre-2015 Traditional Benefit**

#### ***If You are Retirement Eligible or a Vested 75:***

If you are a Vested 75 Participant or a Lump-Sum Eligible Participant who is also Retirement Eligible, your benefit will be calculated as follows:

- Your benefit earned before 1996 (“pre-1996 benefit”) will be calculated according to Table I or Table II, whichever provides the greater benefit; and
- Your benefit earned from January 1, 1996 through December 31, 2014 (“post-1995 benefit”) will be calculated according to Table III, using the column reflecting the years of total service you have when your benefit begins.

If you became an active participant on or after January 1, 1996, and you elect to begin receiving your payments before age 65, your benefit will be paid according to Table I.

If you are not a Lump-Sum Eligible Participant and you were hired before January 1, 1996, your benefit will be paid according to Table III, depending on your years of total service.

<b>TABLE 1: RETIREMENT TABLE</b>	
Age When Payments Begin	Percentage of Normal Retirement Benefit You Will Receive
65 or Older	100%
64	95%
63	90%
62	85%
61	80%
60	75%
59	70%

58	65%
57	60%
56	55%
55	50%

<b>TABLE II: RETIREMENT TABLE</b>	
Age Plus Service When Payments Begin	Percentage of Normal Retirement Benefit You Will Receive
85 or more	100%
84	95%
83	90%
82	85%
81	80%
80	75%
79	70%
78	65%
77	60%
76	55%
75	50%

<b>TABLE III: RETIREMENT TABLE</b>		
Percentage of Normal Retirement Benefit You Will Receive		
Age When Payments Begin	30 or More Years of Total Service	Less Than 30 Years of Total Service
65	100%	100%
64	100%	95%
63	100%	90%
62	100%	85%
61	100%	80%
60	100%	75%
59	95%	70%
58	90%	65%
57	85%	60%
56	80%	55%
55	75%	50%
54	70%	45%
53	65%	40%
52	60%	35%
51	55%	30%
50	50%	25%
49	45%	23.5%
48	40%	22%
47	35%	20.5%
46	30%	19%
45	25%	17.5%

If you elect to defer the start of your early retirement benefit payments, the percentage of your normal retirement benefit will be based on:

- your age at the time payments begin, and
- your years of total service at the time you retired or left the Company.

***If You are Not Retirement Eligible or a Vested 75:***

If you leave the Company, you may elect to start your monthly benefit the first day of the month after you reach age 65, or any time after age 55 if you have 10 years of total service.

- If you are a Lump-Sum Eligible Participant, you may elect to take your benefit immediately after terminating employment as either one Lump Sum payment or a monthly Annuity (you must file your election before the first day of the fourth month after your termination of employment is processed),

or you can defer the start of your benefit until age 65 or any time after age 55 if you have 10 years of total service.

- If you are not a Lump-Sum Eligible Participant, you may have the opportunity to elect an immediate unsubsidized Lump Sum or a monthly Annuity in the form of a straight-life Annuity, a qualified J&S 50% Annuity, or a J&S 50% or 75% Annuity with a named Survivor of your choice, upon termination of employment (you must file your election before the first day of the fourth month after your termination of employment is processed). If you don't qualify for early payment or choose to defer payment, you can commence payment in the form of a monthly Annuity in any of the Annuity payment forms available to you under KRIP at age 65 (or any time after age 55 if you have 10 years of total service).
  - To qualify to elect an early payment or a Lump Sum, you must (i) have been employed on September 1, 2014, (ii) have terminated employment on or after December 1, 2014, (iii) never have received LTD payments (and have waived any right to receive those payments in the future) and (iv) file your election before the first day of the fourth month after your termination.
  - If you choose not to elect a Lump Sum by the first day of the fourth month after your termination, you will not be able to elect a Lump Sum payment of your Traditional KRIP benefit.

If you leave the Company after earning 10 years of total service and elect to defer receiving your monthly benefit payments until after reaching age 55, your benefit will (in most cases) be paid according to Table IV below:

**TABLE IV: RETIREMENT TABLE**

<b>Age at Which Benefit Payments Begin</b>	<b>Percentage of Normal Retirement Benefit You Will Receive</b>
65	100%
64	93.3%
63	86.7%
62	80%
61	73.3%
60	66.7%
59	63.3%
58	60%
57	56.7%
56	53.3%

55	50%
----	-----

## Claims and Payment of Benefits

The following describes how Pre-2015 Traditional KRIP benefit claims are processed and paid by the Plan. Further details, including important information about claims and appeals filing deadlines, are provided in the “Claims and Appeals Procedures” summary. You should review that summary, along with the information provided here, whenever you submit a claim for Plan benefits. If you also have a Cash Balance benefit, you will make a separate election for that benefit. See the Cash Balance summary above for additional details on electing to receive your Cash Balance benefit. If you terminated employment under circumstances that made you eligible for an STP Benefit, you will make a separate election for your STP Benefit as explained in the Termination Benefits Appendix.

**Filing Your Claim for Benefits:** You become eligible for payment of your Traditional KRIP retirement benefits when:

- You retire or leave Kodak and all its Subsidiaries, or
- You qualify for in-service payment, which is available if:
  - You are still employed on or after normal retirement date, or
  - You were employed by the Company prior to 1996, are eligible for early retirement, and are at least age 60 with at least 30 years of total service.

If you terminate employment, an estimate of your retirement benefits and other information about your Pre-2015 Traditional KRIP benefit will be mailed to your home within 2 – 3 weeks after your termination. If you do not receive this information within 3 weeks after termination, you should contact the Kodak Pension Service Center.

**LTD Recipients:** If you were vested when you became an LTD Recipient, you may elect to start your KRIP benefit at any time. However, if you start your benefit before you become eligible for early retirement or normal retirement, you must give up your rights to future LTD benefits.

If you are Retirement Eligible or a Vested 75 Participant, and elect to start your KRIP benefit, any benefit you receive will be offset against your LTD benefits. For a more complete description of how starting your KRIP benefit affects your LTD payments, see the “Pension Benefit Offset” section in the “Long-Term Disability Plan” summary.

*Early commencement will affect the amount of your KRIP benefit and the extent to which you do or don’t receive credit for any pre-2015 period of time you were an*

*LTD Recipient.* You can contact the Kodak Pension Service Center for a calculation reflecting your particular situation.

**Qualified Domestic Relations Orders:** Traditional KRIP benefits may be distributed to an alternate payee pursuant to a Qualified Domestic Relations Order on or after the date on which the Participant terminates employment with the Company or attains age 55, if earlier, unless the Participant has service accrued before 1996. In the latter case, benefits may be distributed on or after the date on which the Participant terminates employment with the Company or the date the Participant attains age 50 (if earlier), or, if the Participant is Lump-Sum Eligible, any earlier date when the Participant would have been eligible for an early retirement benefit because the sum of the Participant's age and total service equal 75 years. A copy of KRIP's procedures for the review and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**When You Elect Payment of Your Pre-2015 Traditional KRIP Benefit:**

Generally, your Pre-2015 Traditional KRIP benefit cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your Traditional KRIP benefits be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won't be issued before that period expires.

If you are Retirement Eligible or a Vested 75 Participant, you may make your election for the first day of any month coinciding with or following your retirement or termination date. If you are not Retirement Eligible or a Vested 75 Participant but you are Lump-Sum Eligible, or if you are not Lump-Sum Eligible but qualify for early payment under the special rules described above for Participants employed in 2014, you must make your election before the first day of the fourth month following the date your termination of employment is processed. Otherwise, your benefit will not be payable until you reach age 65 or, if you have 10 years of total service, age 55.

The date on which your Pre-2015 Traditional KRIP benefit payment election is effective, no matter which form of payment you choose, is always the first day of a month, although the actual issuance of a check or electronic payment may occur later in the month. The effective date generally cannot be retroactive, unless you received your retirement information package after your benefit start date because of a QDRO, an LTD application, a lost Spouse, or an administrative error and certain conditions are met. Interest (other than in accordance with the terms of the Plan) or other investment return is not paid because of the timing of a payment, even if the payment's delay is the result of an administrative error.

Retirement benefits are payable the first day of the month after the latest of the following occurs:

- The end of a period beginning at least 30 days (but no more than 90 days) after you received the package of information about your Traditional KRIP benefits. This is required by IRS regulations but, as described above, the 30-day period can be waived.
- You have terminated employment (except as described below for Participants who qualify for an in-service payment option).
- You have properly completed and returned the Traditional KRIP election forms and elected a date to begin receiving your benefits.
  - *Please note that if you have reached your normal retirement date and terminated employment, you cannot delay payment by refusing to return your forms. If payments are required to begin and you do not file a payment election in good order by the stated deadline, you will normally be required to receive payment in the normal payment form (see below) for your marital status.*
  - If your KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a lump sum. Payment will be made to you unless you file a rollover election by the stated deadline.

If you die before the later of (i) your effective date of retirement or termination or (ii) the date your retirement benefits are first payable, benefits may be payable to your eligible Survivor(s) as described later in “Survivor Benefits.”

**Recovery of Overpayments:** If all or some of the payments made under this Plan are paid in error, the Plan has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

## **Payment Options**

***Please note that your payment form and payment effective date, as well as the identity of any person named as a Survivor under a J&S Annuity (defined below), generally cannot be changed after payment begins.***

The following forms of payment are available for your Pre-2015 Traditional KRIP benefit, depending on your eligibility:



- Straight-life Annuity (normal form of payment for single participants)
- Qualified joint and survivor (J&S) 50% Annuity (normal form of payment for married participants)
- J&S Annuity providing a 25%, 50%, 75% or 100% survivor benefit
- Deferred J&S Annuity
- Lump Sum

**Note: If you also have a Cash Balance benefit, see the Cash Balance summary above for payment options for your Cash Balance benefit. If you terminated employment under circumstances entitling you to an STP Benefit, see the Termination Benefits Appendix.**

These payment forms are described in greater detail below. If you elect an optional form of payment, it will be “actuarially equivalent” to your Traditional KRIP benefit calculated as a straight-life Annuity.<sup>15</sup> The actuarially equivalent monthly payment amount for each type of Annuity is calculated using specified life expectancy assumptions for someone your age and the specified interest rate in effect under the Plan at the time payment commences, and adjusted to reflect any Survivor benefits you elect.

**Remember that if the Lump Sum value of your KRIP benefit is \$1,000 or less, you will automatically receive your benefits in one Lump Sum payment when your employment terminates. You can elect to roll over your Lump Sum distribution, or you can have the payment made directly to you. Your Lump Sum payment will be made as soon as administratively practicable after your termination.**

If you joined Kodak from IBM or Amersham pursuant to agreements between Kodak and those companies, you may elect any of the optional forms of benefit payment that you had before joining Kodak but only on the amount of the accrued benefit that was transferred to Kodak.

**Straight-Life Annuity:** If you are not married on the date your retirement benefits begin, your benefits are payable in the form of a straight-life Annuity. This is the “normal” form of payment in this situation. It means that the full amount of your monthly benefits will be paid to you throughout your lifetime, and no payments will be made to any Survivor after your death. However, you may decline this normal

---

<sup>15</sup> It is important to understand that the “actuarial equivalence” is based on average life expectancies and assumed interest rates. The actual amount you receive under an Annuity will ultimately depend on your actual life span and, for joint and survivor Annuities, the actual life span of your named Survivor(s). In addition, please note that if you elect a Lump Sum, some or all of that benefit may be calculated using less favorable early retirement factors and/or different actuarial factors than if you were to elect an Annuity, which may affect the value of your payment. You can obtain details of your benefit calculation from the Pension Service Center.

form of payment and select any of the optional payments described in this section for which you qualify.

**J&S Options:** When considering these J&S options, you should review the special rules applicable to them which are described under “Special J&S Rules.”

***Qualified Joint and Survivor Annuity (Qualified J&S):***

If you are married at the time your retirement benefits begin,<sup>16</sup> your benefits will be paid automatically as a 50% J&S Annuity, with a monthly benefit payable for your life and the 50% Survivor benefit payable after your death to the person who is your Spouse at the time that payments begin, if that person survives you. If that person dies first, no payments will be made after your death. Under the 50% J&S Annuity option, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your Spouse, as well as yourself. The amount of the reduction depends on your age and the age of your Spouse when payments begin.

**IMPORTANT!**

The 50% J&S Annuity option described above is required under federal law to be the normal form of payment for a married Participant. However, you may decline this option prior to retirement (or prior to the time you begin receiving benefit payments), if you wish. To do so, you will be required to sign a special form declining the option and, unless you elect the 75% or 100% J&S option with your Spouse as sole named Survivor, you will also be required to provide a specific waiver, signed by your Spouse and notarized.

***Example:*** Mary Smith has a straight-life Annuity retirement benefit equal to \$2,000 a month. Mary's Spouse is 3 years younger. To compute Mary's qualified J&S, actuarial tables are used to determine the joint-and- survivor actuarial percentage, which in Mary's case is .865. Mary's normal benefit of \$2,000 is multiplied by .865 to produce a reduced monthly benefit of \$1,730.

*If Mary dies before her Spouse, he will receive \$865 each month for as long as he lives (50% of Mary's \$1,730 monthly benefit). In other words, Mary's monthly benefit is reduced by \$270 (\$2,000 minus \$1,730) to provide her Spouse with a benefit of \$865 a month if he survives her.*

**25%, 50%, 75% or 100% J&S Annuities:** You may elect to have your retirement benefits paid in an optional form of payment that will provide you with a lifetime monthly payment, and which will then provide a lifetime benefit to your Spouse or any other person(s) you designate at the time that payments begin, if your named Survivor(s) survives you. (If you were not an active Participant before 1996, you may designate only one Survivor.) You can elect to have the amount of the

---

<sup>16</sup> Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

survivor benefit total 25%, 50%, 75% or 100% of the monthly amount you had been receiving. If you elect a J&S form of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor(s), as well as yourself. The larger the survivor percentage you elect, the larger the reduction to your monthly payment will be. Likewise, your age and the age of your named Survivor(s) when payments begin, as well as the number of Survivors if you are eligible to name more than one, will affect the amount of the monthly payment.

**Deferred J&S Annuities:** If you were an active Participant before 1996, you may elect to combine a straight-life Annuity with a deferred J&S Annuity (25%, 50%, 75% or 100%), or to combine a 50% J&S Annuity with a deferred 75% or 100% J&S Annuity. This means that your benefits will begin as a straight-life Annuity or a 50% J&S, depending on which you select, and then, if you and your named Survivor are both alive on the date you selected (at the time you requested payment to begin) for conversion of your original Annuity form to the deferred Annuity form, your benefits will convert to the 25%,<sup>17</sup> 50%, 75% or 100% J&S elected when payments began. If you elect one of these deferred J&S forms of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. Your age and that of your Survivor, whether you begin with a straight-life Annuity or a 50% J&S Annuity, the chosen conversion date, and the survivor percentage you choose will all affect the amount of the reduction.

**Special J&S Rules:** If you are considering electing a J&S form of payment, there are some special considerations you should bear in mind:

- You should be aware that if your Spouse or the person you designated dies after you have begun to receive your reduced J&S benefits, the benefits payable to you will not be increased, and you cannot designate a new Survivor. This is true even if your Spouse was your designated Survivor and you remarry after your Spouse's death- your new spouse will not be entitled to any survivor benefits.
- You should also be aware that if you do not have a J&S option in effect, no Traditional KRIP benefit will be payable to anyone after you die.
- If you become divorced after you have begun receiving your reduced J&S benefits with your Spouse as named Survivor, you will continue to receive your reduced benefits, and your former Spouse will remain entitled to receive the Survivor benefit if you die first. *This cannot be changed, regardless of the terms of your divorce decree.* If you remarry, your J&S

---

<sup>17</sup> Available only if you started with a straight-life Annuity.

election covering your prior Spouse will not carry over to your new Spouse, even if your prior Spouse has since died.

- There is one exception to the usual rules that apply in the event of divorce. If you marry less than a year before you begin receiving a qualified J&S 50% Annuity, and then divorce after your benefits begin but before you have been married at least 364 days, your payment will be converted to a straight-life Annuity as of the date of the divorce. You will not be entitled to any increase in payments for the period during which the qualified joint and survivor Annuity form was in effect, but your benefit payments will be increased on a prospective basis to the amount that you are entitled to receive under the straight-life Annuity. This conversion to the straight-life form of payment is automatic; you cannot elect an alternative form of payment. If this affects you, inform the Kodak Pension Service Center promptly so that your payments can be adjusted.
- If your named Survivor is not your Spouse and is more than 10 years younger than you, you may not be eligible to elect the 75% or 100% J&S forms of payment. The maximum survivor percentage permissible will be determined by federal law.

**Lump Sum Option:** If you are a Lump-Sum Eligible Participant, or if you qualify for a Lump Sum upon termination of employment and file a timely election under the rules applicable to Traditional KRIP Participants employed in 2014, you may be eligible to take your Pre-2015 Traditional KRIP benefit in one Lump Sum payment when you retire or leave the Company. Your Lump Sum payment will be the present value of your retirement benefit calculated using the interest rate applicable under the Plan (which will always be at least as favorable as the interest rate required by law) and life expectancy assumptions based on your age at the time of the payment. If you elect this payment option, you will no longer be a Traditional KRIP Participant and, therefore, will no longer be eligible for or entitled to any Traditional benefits.

Please note that the law requires access to Lump Sums to be suspended if the Plan falls below legally required funding levels. As a general rule, required suspension is based on KRIP's funding level, determined using its adjusted funding target attainment percentage, or AFTAP. In particular, if KRIP's AFTAP is greater than or equal to 60% but less than 80%, the Plan can pay only up to 50% of a benefit as a Lump Sum for eligible Participants, and if the funding level is less than 60% (or less than 100% if the Company is in bankruptcy), the Plan can pay benefits only as permitted Annuities until the funding level is restored, when Lump Sums will again be available for eligible Participants. Also, if KRIP's AFTAP is less than 60%, benefit accruals cease (although this would not affect your Traditional KRIP benefit, since that was frozen prior to January 1, 2015). The restrictions on benefit accruals and available forms of benefit payments apply to all KRIP benefits (Traditional and Cash Balance, as well as STP if relevant).

If you are eligible to elect a Lump Sum but you elect to receive all or part of your benefit as an Annuity during a period when KRIP cannot pay Lump Sums, you will have the opportunity to elect a Lump Sum if and when the restrictions end, and the payment will generally be determined as of your original payment effective date using the assumptions in effect at that time, and then adjusted primarily to reflect any Annuity payments received. If you could have elected a Lump Sum in the absence of the payment restrictions but you elected to defer payment of the portion of your benefit subject to the Lump Sum restriction to a later time, any Lump Sum you are eligible to elect on the later date will be determined using the assumptions in effect when payment is eventually elected.

***Lump Sum Calculation if you are Retirement Eligible or a Vested 75***

***Participant:*** Your benefit will be determined as follows:

- Your benefits earned before 1996 will continue to recognize the Plan's favorable early retirement factors, and may be taken as an Annuity or as a Lump Sum. Whichever form of benefit you elect, your payment is calculated in a way that takes those favorable factors into account.
- If you want to have your post-1995 benefits calculated using favorable early retirement factors, you must elect to take those benefits as an Annuity form of payment (as an alternative to an immediate Annuity or a Lump Sum calculated using less favorable factors, you can defer payment of this part of your benefit). However, if your post-1995 benefits are less than \$50 per month, you may instead elect to receive them as a Lump Sum calculated using actuarial tables instead of favorable early retirement factors, along with the Lump Sum of your pre-1996 benefit calculated using the favorable factors.
- If the present value of your total benefits (pre-1996 and post-1995) not reflecting any favorable early retirement factors is greater than the subsidized value of your pre-1996 benefit, you may elect to receive the combined unsubsidized value as a Lump Sum. Since this unsubsidized value is calculated without reflecting any favorable early retirement factors, its overall value may be less than the combined value of payments made in the form of a pre-1996 Lump Sum with a post-1995 Annuity.

***Lump Sum Calculation if you are not Retirement Eligible or a Vested 75***

***Participant:*** Your benefits under the Lump Sum option will be equal to the present value of your monthly normal retirement straight-life Annuity payments and will not reflect any favorable early retirement factors. Effective January 1, 1996, the plan changed the interest rate and mortality assumptions used to calculate Lump Sum payments. In some cases, the prior Lump Sum assumptions applied to only your December 31, 1995 accrued benefit will produce a larger amount than the Lump Sum benefit calculated applying the new assumptions to your total benefit. In this case, you will receive the greater Lump Sum amount.



### ***Additional Information About Lump Sum Payments:***

If you are married at the time you request a Lump Sum, you will be required to provide your Spouse's consent to waive the qualified J&S Annuity, signed by your Spouse and notarized.

If you elect the Lump Sum option and die before the effective date of your retirement payment, no Lump Sum payment will be made and pre-retirement Survivor benefits, if any, will be payable as described in "Survivor Benefits."

### **Changes in Forms of Payment:**

You may change your form of payment before the effective date of your benefit payments by contacting the Kodak Pension Service Center. You cannot change your form of payment, or your Survivor under a J&S Annuity, once your elections have been processed, or on or after the effective date of your benefit payments.

### **Rehired Employees:**

If you are rehired by the Company after your payments have started, benefit payments will continue as scheduled.<sup>18</sup> If you are receiving an Annuity, then upon re-retirement (or, if earlier, the Participant's death), the early commencement reduction (if any) applicable to your benefit will be calculated taking into account your age and total service at the time of re-retirement (or death, as applicable). No adjustment will be due if you received payment in the form of a Lump Sum.

### **Missing Payees**

It is very important that you keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary(ies), as applicable, and respond promptly to communications from KRIP asking you to verify your address and/or notifying you of required payments. Failure to do so can have adverse economic consequences for you. For example:

- If you do not make a payment election by the time KRIP requires you to begin receiving benefits (i.e., your normal retirement date (the first day of the month after you turn 65), unless you are still employed by Kodak at that date), you generally will be defaulted into the normal form of payment for your marital status, even if you would have preferred another form.
- If payments cannot begin by the time required by federal law (generally, April 1 of the year after the year in which you have attained age 73<sup>19</sup> and terminated employment), you will normally be subject to a penalty tax.

---

<sup>18</sup> Prior to June 1, 2018, Annuity benefits to a Participant who was rehired after commencing payments were subject to suspension.

<sup>19</sup> Age 70½, if you attained age 70½ prior to 2020, and age 72 if you were not yet 70½ as of December 31, 2019 but attained age 72 by December 31, 2022. The age is scheduled to increase to 75 in 2033.

- If you or your beneficiary/Survivor cannot be found when payment is due, payments will be suspended. No interest will be paid as a result of the suspension.
- Failure to cash a check may result in forfeiture of the check amount with only the right to have that check reissued upon request. Failure to cash a check does not excuse you from paying taxes in the year the check was originally issued.

## Survivor Benefits – If You Die Before Retirement

This section describes the benefits that may be available to your Survivors if you die before you start your Pre-2015 Traditional KRIP benefit. What benefits are available and which Survivors are eligible will depend on your status at the time of your death.

**What Happens When You Die:** The benefits available to your eligible Survivors when you die before beginning your Pre-2015 Traditional KRIP benefit depend on your status at the time of your death. A description of the types of pre-retirement Survivor benefits referred to in this section is provided on the next page in “Types of Benefits Available.” Please note that Spouses may decline certain survivor benefits. For more information, see “Waivers” and “Getting Married or Remarried After You Leave the Company.” For information about survivor benefits available if you die after commencing your Traditional KRIP benefits, see the “Payment Options” section.

**TABLE V: TYPES OF BENEFITS AVAILABLE**

If you die before retirement, and you are:	...and your death occurs while you are actively working at the Company <sup>20</sup> or while you are an LTD Recipient, your Survivor(s) will receive:	...and your death occurs after you terminated employment with the Company, but before commencing your Traditional KRIP benefits (either your entire Traditional KRIP benefit or your post-95 Traditional KRIP benefit), your Survivor(s) will receive (with respect to any portion of your benefit not already in pay status):
NOT Retirement Eligible or a Vested 75 Participant	<ul style="list-style-type: none"> <li>• A Pre-Retirement SIB (20% if under age 55; 30% if age 55 or older) payable to your eligible</li> </ul>	<ul style="list-style-type: none"> <li>• If you do not waive the PRSB benefit when you terminate and you have a surviving</li> </ul>

<sup>20</sup> If you die within 4 months of the date you are laid off and you did not start your KRIP benefit, you will be treated as if your death occurred while actively working.



	<p>Survivor immediately, or if the eligible Survivor is your Spouse, the payment may be deferred up to the time you would have turned age 65, had you lived.</p> <ul style="list-style-type: none"> <li>• If payments commence before you would have been eligible to retire, an actuarial adjustment generally will be made to the benefit.</li> <li>• If your eligible survivor is your Spouse, he or she will receive either an immediate Annuity, under Pre- Retirement SIB or QPSA, whichever is greater, or the payment may be deferred up to the time you would have turned age 65, had you lived.</li> <li>• If the QPSA applies and KRIP Survivor benefits payable to your Spouse are valued at \$5,000 or less, it will automatically be paid in the form of a lump sum as soon as administratively practicable.</li> </ul>	<p>Spouse to whom you were married for at least 364 days, your surviving Spouse's benefit depends on your situation:</p> <ul style="list-style-type: none"> <li>— If you were age 55 or older and had 10 years of service at the time of your death, your Spouse will automatically receive an immediate Annuity under PRSB, although your Spouse may elect to defer payment up to the time you would have turned age 65, had you lived.</li> <li>— If you were under age 55 or had less than 10 years of service at the time of your death, your Spouse will automatically receive a deferred Annuity under PRSB. If you are Lump-Sum Eligible, your Spouse will have the option of receiving an immediate Annuity under PRSB.</li> <li>— Your Spouse will automatically receive a Lump Sum benefit if the value of your Spouse's Survivor benefits from KRIP is less than or equal to \$5,000.</li> <li>— If you waive the PRSB benefit when you terminate or you do not have a qualifying surviving Spouse, no survivor benefit will be paid.</li> </ul>
Retirement Eligible or a Vested 75 Participant	<ul style="list-style-type: none"> <li>• A Pre-Retirement SIB (20% if under age 55; 30% if age 55 or older) payable to your eligible survivor immediately, or if the eligible survivor is your Spouse, the payment may be deferred up to the time you would have turned age 65, had you lived.</li> <li>• If your eligible survivor is your Spouse, he or she will</li> </ul>	<ul style="list-style-type: none"> <li>• If you do not waive the QPSA benefit when you terminate, your surviving Spouse will automatically receive an immediate Annuity under QPSA, payable beginning the first day of the month after you die (or your Spouse may defer payment up to the time you would</li> </ul>

	<p>automatically have the choice to receive an immediate Annuity under Pre- Retirement SIB or QPSA, whichever is greater, or the payment may be deferred up to the time you would have turned age 65, had you lived. If the QPSA applies and KRIP Survivor benefits payable to your Spouse are valued at \$5,000 or less, it will automatically be paid in the form of a lump sum as soon as administratively practicable.</p>	<p>have turned age 65, had you lived).</p> <ul style="list-style-type: none"> <li>• Your Spouse will automatically receive a Lump Sum benefit if the value of your Spouse's Survivor benefits from KRIP is less than or equal to \$5,000.</li> <li>• If you waive the QPSA benefit when you terminate, or if you do not have a surviving Spouse, no survivor benefit will be paid.</li> </ul>
--	--	---

**Military Leave:** In accordance with the provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008, death benefits (other than benefit accruals) will be provided to survivors of participants who die while on military leave as if the Employee had been re-employed immediately prior to his/her death.

**Types of Benefits Available:** The following is a more-detailed description of the types of pre-retirement Survivor benefits available under the Plan and which benefits are available in which situations.

**Pre-Retirement Survivor Income Benefit (Pre-Retirement SIB):** Pre-Retirement SIB is available under the Plan if you die while you are an Employee<sup>21</sup> or LTD Recipient, unless your Spouse waives Pre-Retirement SIB and opts to receive a QPSA instead. If Pre-Retirement SIB is applicable, the benefit is payable to your eligible Survivor(s) as defined below. The monthly benefit payable is 20% of your monthly straight-life Annuity retirement benefit if you die before age 55, and 30% if you die on or after age 55. If your survivor is your Spouse or Domestic Partner and he or she is more than 10 years younger than you, there is a 1% reduction in the benefit for each year after 10 that your Spouse or Domestic Partner is younger than you. For example, if your Spouse or Domestic Partner is 13 years younger than you, the benefit will be reduced by 3%. The benefit is paid as either an “immediate Annuity” (i.e., monthly payments begin as of one month after the date of death) or a “deferred Annuity” (i.e., monthly payments begin at some future date).<sup>22</sup>

Your “eligible Survivors” for purposes of the Pre-Retirement SIB benefit are:

<sup>21</sup> If you die within 4 months of the date you are laid off and you did not start your KRIP benefit, you will be treated as if your death occurred while actively working.

<sup>22</sup> If your surviving Spouse is entitled to a Pre-Retirement SIB, payment will begin as of the first day of the fourth month following your death unless your Spouse files an election for payment to begin on a different date. For non-spousal Survivors, payments begin as of the first of the month after your death.

- your Spouse, if you have been married at least one year prior to your death
- your Domestic Partner on record with Kodak<sup>23</sup>
- your unmarried Dependent Children who are dependent on you at the time of your death for more than one-half of their support and who are your biological, adopted or step-children under age 19 or, if a full-time student, age 23, or became mentally or physically handicapped before age 19, or age 23 if a full-time student (provided that the child remains handicapped and dependent on you)
- a dependent parent (i.e., your parent who at the time of your death depends upon you for more than one-half of his or her support)

If you have a Spouse or Domestic Partner, the survivor benefit will be paid to him or her. If you leave no surviving Spouse or Domestic Partner (or if your Spouse or Domestic Partner subsequently dies), the survivor benefit will be paid to your then-living Dependent Children. If you have no children or your then-living children no longer qualify as Dependent Children (or subsequently die), the survivor benefit will be paid to your dependent parents, if any. Payments to your eligible Spouse, Domestic Partner or dependent parents are made for the payee's lifetime. Payments to your children continue until they no longer qualify as Dependent Children. Some important notes:

- If your Spouse elects to receive the QPSA instead of Pre-Retirement SIB (which happens automatically if the QPSA is bigger than Pre-Retirement SIB), your Spouse will receive QPSA benefits for your Spouse's lifetime, and no further benefits will be paid after your Spouse's death.
- In some circumstances, federal law may prevent benefits from continuing after the death of a Spouse or Domestic Partner, or require that payments halt at a specified point following the Spouse or Domestic Partner's death, even if there are still eligible Dependent Children or dependent parents who normally would be eligible for those payments. In those circumstances, Pre-Retirement SIB payments will stop as required by law.
- If you have more than one Dependent Child or parent as a Survivor entitled to Pre-Retirement SIB, the Survivors will each be eligible for a proportional share of this benefit.

When Pre-Retirement SIB is available, it is provided automatically at no cost to you or your eligible Survivor(s).

**Qualified Pre-Retirement Survivor Annuity (QPSA) Benefit** and the **Pre-Retirement Spouse Benefit (PRSB)**: The QPSA/PRSB benefit is the minimum

---

<sup>23</sup> Domestic partner benefits available to individuals who were Employees on or after January 1, 1997. The term "Domestic Partner" is defined in the "Glossary of Terms" summary.

survivor benefit required by federal law and is only payable to a surviving Spouse (excluding a Domestic Partner). Your Spouse is entitled to a QPSA/PRSB benefit only if:

- If you had terminated employment prior to your death, you and your Spouse had not waived the QPSA/PRSB (whichever is applicable), and
- In the case of PRSB or of an active Employee or LTD Recipient whose Spouse wishes to receive the QPSA instead of Pre-Retirement SIB, you and your Spouse had been married continuously for the 364 days prior to your death.

If you meet these requirements and, at the time of death, you are (i) an active Employee or LTD Recipient whose Spouse has waived Pre-Retirement SIB or is covered by an automatic waiver because the QPSA is larger, or (ii) a former Employee who was a Retirement Eligible Participant or Vested 75 Participant, your Spouse will qualify for a QPSA. If you meet the QPSA/PRSB requirements but you are no longer an active Employee or LTD Recipient and you had not qualified as a Retirement Eligible Participant or Vested 75 Participant when your employment ended, your Spouse will receive the PRSB.

The benefit payable will vary, depending upon your situation.

- If you die while actively employed by the Company or while you are an LTD Recipient, your Spouse must waive Pre-Retirement SIB in order to receive the QPSA (if the QPSA benefit is bigger, your Spouse will be considered to have automatically waived Pre-Retirement SIB, and the QPSA will be paid instead).<sup>24</sup> If Pre-Retirement SIB is waived (or considered waived), your Spouse's QPSA benefit will equal 50% of your Pre-2015 Traditional KRIP benefit determined by:
  - calculating your Pre-2015 Traditional KRIP Benefit as if you left the Company on the day before you died (using applicable early commencement factors, and adjusting as appropriate in accordance with the benefit calculation rules for LTD Recipients if you were an LTD Recipient at the time of death); and
  - applying the reduction factors used to determine a 50% J&S Annuity (see "J&S Options" under the "Payment Options" section above).
- If you are a Vested 75 Participant or a Retirement Eligible Participant who dies after terminating employment with the Company but before

---

<sup>24</sup> In most cases, if you are an active Employee or LTD Recipient and had not met the age and service requirements for a KRIP early retirement benefit when you die, Pre-Retirement SIB will provide a greater benefit than QPSA. This is due to the fact that Pre-Retirement SIB is based on your full retirement benefit – not a reduced benefit. (At younger ages, the reduction in your retirement benefit is significant.) If you die after becoming eligible for a KRIP early retirement benefit, Pre-Retirement SIB may also provide a greater benefit than QPSA. In cases where Pre-Retirement SIB is less than QPSA, the QPSA benefit will be provided to your Spouse instead.

commencing your Pre-2015 Traditional KRIP benefit (either your entire benefit or your post-95 benefit), your Spouse's QPSA benefit will equal 50% of your Pre-2015 Traditional KRIP benefit (or your post-95 Traditional KRIP benefit, as applicable) determined by:

- calculating your Pre-2015 Traditional KRIP benefit (or the relevant portion thereof) as of the day before you died (using any applicable early retirement reduction factor);
  - applying the reduction factors used to determine a 50% J&S Annuity (see "J&S Options" under the "Payment Options" section above); and
  - if you die more than three months after you left the Company, applying a reduction of 1/24 of 1% for each full or partial month of coverage through the date you die. (The first three months of coverage after termination are provided at no cost.)
- If you die before commencing payment of your Traditional KRIP benefit but after terminating employment with the Company and you are not a Retirement Eligible Participant or Vested 75 Participant, your Spouse's PRSB benefit normally begins when you would have reached your normal retirement age, although your Spouse can elect to commence payment as early as the first of the month after you would have reached age 55, if you had completed ten years of total service, and if you were a Lump-Sum Eligible Participant, your Spouse can elect to commence payment as of the first of the month after your death. The PRSB is calculated as follows:
    - calculating your Pre-2015 Traditional KRIP benefit as of the day before you died (using any applicable early commencement factor);
    - applying the reduction factors used to determine a 50% J&S Annuity (see "J&S Options" under the "Payment Options" section above); and
    - if you die more than three months after you left the Company, applying a reduction of 1/24 of 1% for each full or partial month of coverage through the date you die. (The first three months of coverage after termination are provided at no cost.)

In other words, your Spouse will receive 50% of the amount you would have received with respect to your Traditional KRIP benefit if you had elected a qualified J&S 50% Annuity with your Spouse as your named Survivor, adjusted based on the age you would have been and your Spouse's age when payments commence, and adjusted to reflect the charge for QPSA/PRSB coverage beginning with the fourth month after your employment terminates.

**Lump Sum Benefit:** In some cases, a QPSA or PRSB benefit may be payable as a Lump Sum benefit (calculated as the present value of the QPSA or PRSB Annuity, using the process described above in "Lump Sum Option" under the



“Payment Options” section). The Lump Sum benefit will be available only if the present value of the Survivor benefits payable to the Spouse is less than or equal to \$5,000. In that case, the entire benefit will be paid in one payment.

**Waivers:** If you and your Spouse decide that he or she does not want PRSB or the QPSA benefit when you terminate employment with the Company, **you must take the necessary steps to decline the benefit or it will be provided automatically**, in accordance with federal law. To do so, you must decline the coverage in writing, and you must also provide a waiver of coverage, signed by your Spouse and notarized. (Contact the Kodak Pension Service Center for the necessary forms.) Remember, your retirement benefit will be reduced by 1/24 of 1% for each full or partial month the PRSB or the QPSA benefit was in effect- that is, each full or partial month that you were terminated from employment and had a qualifying Spouse and had not waived PRSB/QPSA coverage with your Spouse’s consent (excluding the first three months following your termination of employment, during which there is no charge for PRSB/QPSA coverage). If you die while a coverage waiver is in effect, your Spouse will not be entitled to any benefits from KRIP with respect to your Pre-2015 Traditional KRIP benefit.

At the time payments of your Pre-2015 Traditional KRIP benefit (or associated PRSB/QPSA benefits) begin, you or your Spouse (as applicable) must provide any proof requested of periods during which you did not have a qualifying Spouse, or your benefit will be reduced by the PRSB/QPSA charge for that period.

**Getting Married or Remarried After You Leave the Company:** If you are not married when you leave the Company (or, for PRSB, if your Spouse does not qualify because you have not yet been married for 364 days), PRSB or the QPSA benefit will not be available. However, if you subsequently become married (or if your Spouse subsequently qualifies because you are married a year or more) before you begin receiving your Pre-2015 Traditional KRIP Benefit, PRSB or the QPSA benefit will become available automatically at that point. If you and your Spouse decide that he or she does not want PRSB or the QPSA benefit, you must take the proper steps to decline the benefit or charges will begin to accrue as soon as you have an eligible Spouse.

In other words, PRSB or the QPSA benefit will become available automatically any time you are married and have an eligible Spouse, between the time you terminate employment and the time you start receiving your Pre-2015 Traditional KRIP Benefit or your eligible Spouse begins receiving survivor benefit payments. Thus, if you are married, become single, and subsequently remarry, PRSB or the QPSA benefit will automatically be available during each marriage (after 364 days of marriage, in the case of PRSB). During the times PRSB or QPSA is available, you are paying part of the cost through a reduction in your eventual retirement benefit. **Therefore, if you do not want the benefit available to you and your Spouse, you must decline it every time your marital status changes from single to married**, or a charge against your ultimate retirement benefit will continue to

accrue. To decline PRSB or the QPSA benefit, you should contact the Kodak Pension Service Center.

In a “married-divorced-remarried” scenario, for example, a charge will continue to be accrued during the periods in which you are married (or, in the case of PRSB, have been married for at least 364 days) and ultimately imposed against your retirement benefit, unless:

- you advise the Kodak Pension Service Center that you are divorced; and
- upon remarriage, you submit a spousal waiver to indicate that there is to be no coverage.

### **Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification**

See the Cash Balance summary above for information on these topics.



# APPENDIX: KRIP SPECIAL TERMINATION PROGRAM BENEFITS

## Introduction

Kodak strives to maintain stable employment. However, certain business conditions result in adjustments to the workforce. For example, when business conditions are unfavorable or when the seasonal demand for company products is greatly reduced, adjustments in the work force may become unavoidable and layoffs may become necessary. If this is the case, consideration may be given to such factors as an Employee's length of service, individual ability and skills, and general work record. To assist eligible Employees affected by a Layoff, Kodak provides the following termination benefits:

- An additional KRIP benefit under the Special Termination Program (STP) Benefit<sup>25</sup> under the Kodak Retirement Income Plan (KRIP) or termination allowance benefits under the Kodak Termination Allowance Plan (TAP)
- Outplacement Counseling Services under TAP

In some limited circumstances, termination benefits may also be available when employment is terminated as a result of a Divestiture or Special Separation Program.

This Appendix describes the benefits available under KRIP for Participants who qualified for an STP Benefit under KRIP.

## Important Terms to Know:

*In addition to the terms defined in the "Glossary of Terms," this benefit summary regularly uses several terms that have very specific meanings. Frequently used terms are defined below. Other less frequently used terms are defined in the part of this summary where they apply. Defined terms are capitalized, and may be singular or plural, when they are used.*

**Annual Salary:** Generally, Annual Salary is the Employee's hourly rate on the termination date multiplied by the Employee's scheduled hours in the Company's human resource system. Annual Salary does not include pattern allowance, overtime, sales and non-sales variable pay, EXCEL (Management Compensation) Awards or any other special payments.<sup>26</sup>

---

<sup>25</sup> The STP benefit is available for eligible Employees whose notification date is on or before September 7, 2022 and who were covered under one of the Special Termination Programs in effect on or before that date, or who terminate under the Special Termination Program operating from November 1, 2022 through October 31, 2024.

<sup>26</sup> Benefits payable from KRIP under STP are subject to the IRS annual compensation limit (\$330,000 in 2023).

**Comparable Position:** A Comparable Position is an available position with an offered Pay Rate that is no more than 10% below your current Pay Rate, and for which none of the following changes in working conditions are required:

- movement from a full-time to part-time position resulting in more than a 10% reduction in scheduled hours and weekly gross pay;
- movement from the eliminated job to the offered job requires a 20% or more increase in regularly scheduled hours per pay period;
- movement from an Exempt to Nonexempt position or from one Nonexempt job category to another;
- movement to an organization requiring rotating shifts or straight “B” or “C” shift work from straight “A” shift work in an organization in which straight “A” shift work is customary;
- movement from a job compensated on a straight salary basis to one compensated on a salary plus incentive basis (unless a salary plus incentive position is within your normal career path);
- movement to a job where your inability to meet the job’s physical requirements is medically supported in writing by a Company-approved medical doctor;
- relocation to a different geographic area unless you previously agreed to the relocation (confirmed in an offer letter or other writing) or periodic relocation is a standard practice for your position.

**Divestiture:** Divestiture generally means the sale or other disposition of a division, business, function, facility, unit or other group of assets by a Participating Company. Divestiture does not include the sale or other disposition of a subsidiary or venture. Because terms and conditions pertaining to a divestiture are dependent on the particular circumstances of the transaction, some of the plan provisions may not apply as described in this benefit summary. Affected Employees will be notified of the termination benefits available to them, if any, at the time of the divestiture.

**Laid Off or Layoff:** An Employee is Laid Off or experiences a Layoff, for purposes of this plan, when his or her employment with any Participating Company is terminated due to one of the following three types of layoffs:

The “**decrease in work force**” layoff, which occurs when the layoff results from:

- a slack-work situation caused by completion of, or changes to, production schedules; or

- consolidation of work functions; or
- a downsizing

and the Employee did not refuse a Comparable Position.

The “**relocation**” layoff, which occurs when an Employee refuses to relocate to a Comparable Position in a different geographical area (excluding situations in which the Employee previously agreed to relocation (confirmed in an offer letter or other writing) or periodic relocation is a standard practice for the Employee’s position).

The “**unable to meet job requirements**” layoff which occurs when an Employee makes a good-faith effort (as defined in the Plan) but is unable to satisfactorily perform the overall job requirements of his or her position after being employed by the Company for at least one year and after experiencing a “significant job change” at the Company’s request (that is, a new job that results in a change in job family code and either requires a structured training period or requires a skill set to perform the minimum expectations of the job different from that required for the Employee’s previously held position).

**Participating Company:** The term “Participating Company” or “Participating Companies” refers to Kodak.

**Pay Rate:** Pay Rate generally means “Annual Salary” in the Company’s Human Resource Information System.

- Certain Special Separation Programs that offered STP Benefits provided for special adjustments to the Pay Rate for eligible Employees terminating under those programs, particularly if the Special Separation Program involved a transitional period of part-time work. Review the materials provided to you if you participated in a Special Separation Program.
- Solely for purposes of determining a Comparable Position for Employees in Executive Compensation for Excellence and Leadership (EXCEL) or in any other incentive-based sales plan or non-sales variable pay program on the Employee’s termination date, “Pay Rate” includes such incentive-based or variable pay. However, this type of pay does not factor into the calculation of benefits.

**Special Separation Program:** A Special Separation Program is either:

- a voluntary reduction in workforce designated in writing, or
- an unusual program that involves a formal assessment of the skills or qualifications of a group of Employees resulting in the separation of one or more Employees,

which is designated as a “Special Separation Program” by Kodak’s Board of Directors or an authorized officer of Kodak.

**Special Termination Program (STP) Benefit:** An STP Benefit is the termination benefit paid under the Kodak Retirement Income Plan to eligible Employees with notification dates covered by one or more of the Special Termination Programs listed in the Kodak Retirement Income Plan. This Appendix generally describes the STP Benefit available to individuals with notification dates after September 7, 2014 and before September 8, 2022 or during the Special Termination Program in effect from November 1, 2022 through October 31, 2024. While some STP programs were offered prior to September 7, 2014, the rules regarding eligibility and benefits may have been somewhat different. Likewise, some Special Separation Programs provided for special rules for the calculation of benefits or selection of eligible Employees. If you were affected by one of those programs, consult the materials you received at the time of your covered termination for more information about the benefits for which you were eligible.

## Eligibility

***The terms used below to describe who is eligible for Plan coverage are detailed in the applicable definitions included in the “Glossary of Terms” and/or in the “Important Terms to Know” above.***

Eligibility for termination benefits under KRIP STP for Employees generally applies to Employees of a Participating Company who experience a qualifying termination of employment as of a covered notification date and complete the necessary paperwork by applicable deadlines. No one is allowed to receive duplicative benefits under both TAP and KRIP STP.

To qualify for termination benefits, you must satisfy the following requirements:

- you are a Regular Employee of a Participating Company who is participating in KRIP.
- you are terminated from employment as a result of a:<sup>27</sup>
  - Layoff for a period expected to last more than 30 days;
  - Special Separation Program; or
  - Divestiture (excluding anyone terminated as a result of a Divestiture who was offered a Comparable Position (whether or not the position was accepted) or who accepted an offer of employment (whether or not of a Comparable Position) from the acquirer).

---

<sup>27</sup> If your employment is terminated as a result of having exhausted STD benefits, you are not considered to be Laid Off due to an inability to meet job requirements. Therefore, you are not eligible for termination benefits. However, if you are receiving STD benefits and, before you exhaust your benefits, you are notified of a Special Separation Program or that you are being Laid Off, you may be eligible for termination benefits, even if you exhaust your STD benefits during the termination notification period. Eligibility will depend on your particular situation and the terms of the Layoff, Divestiture or Special Separation Program.

- you must continue to work until your last scheduled day on the active payroll (including any extensions).
- you must execute the applicable Agreement, Waiver and Release, and not revoke or violate the Agreement, Waiver and Release before the end of the revocation period.

The following Employees are not eligible for termination benefits:

- Anyone classified as an intern or co-op or in a similar category or otherwise not classified as a Regular Employee, and
- Employees who die while employed.

You cannot receive an STP Benefit unless you were eligible for KRIP at the time of your termination of employment.

## Coverage and Contributions

**Coverage:** KRIPCO or its designee reserves the right to decide whether the circumstances justify the availability of termination benefits in any particular case, and the decision of the plan administrator is final.

**Contributions:** The full cost of termination benefits coverage is paid by Kodak without any salary contributions from covered Employees. STP Benefits are paid from KRIP's trust fund, which is funded by contributions from Kodak and associated investment earnings.

## Benefits

**Amount and Availability of STP Benefits:** If you are eligible for termination benefits, you will receive Special Termination Benefits (STP) under KRIP if your notification date is on or after October 18, 2006 and on or before September 7, 2022 (some restrictions may apply) or is covered by the Special Termination Program in effect from November 1, 2022 through October 31, 2024. The STP Benefit in most cases is equal to 1 week of pay (calculated using your Annual Salary divided to provide your weekly rate) for each full year of service as of the termination date, calculated as a lump sum. The minimum benefit is 3 weeks' pay and the maximum is 26 weeks' pay.<sup>28</sup> The amount of the STP Benefit payable is reduced by the amount of any STP or TAP benefits Employees have received in the last 5 years and for any TAP or other similar benefits Employees receive under any other agreement or arrangement. Your STP Benefit will be limited if necessary to prevent your benefits from exceeding legal limits under KRIP.

---

<sup>28</sup> Different formulas, maximums, and/or minimums may have applied in prior years and/or to particular programs. See the materials provided to you at the time of your covered termination for more information about how your benefits were calculated.

Your STP Benefit will be established as a hypothetical account balance upon termination of employment. If you choose to defer payment, your account balance will be credited with interest using the 30-year U.S. Treasury interest rate for the month of August preceding the plan year until you start receiving the STP Benefit.

Payment can be taken immediately (as of the first day of any calendar month following the later of your termination date or the date that the revocation period for your Agreement, Waiver and Release expires) or deferred to any date up to your normal retirement date. If you do not request payment of your STP Benefit, payment of your STP Benefit will be deferred to your normal retirement date (i.e., the first of the month after your 65th birthday) or, if you are already age 65 or older, the first day of the month following the later of your termination of employment or the date that the revocation period for your Agreement, Waiver and Release expires.

**STP Benefit Payment Options:** The STP Benefit can be taken as a Lump Sum cash payment or as a 6-month payment, 12-month payment, straight-life Annuity, joint & 50% survivor Annuity, or, if you are married, a joint & 75% survivor Annuity with your Spouse as your named Survivor. When deciding what form of payment is right for you, you should bear in mind:

- Generally, the STP Benefit cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your STP Benefit be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won't be issued before that period expires. As always, your Agreement, Waiver and Release must be signed and irrevocable before payments can commence.
- Because STP Benefits are KRIP benefits, a married Participant must have spousal consent to take payment in any form other than a joint & survivor Annuity with the Participant's Spouse as the named Survivor.
- The Lump Sum payment option can be directly rolled over into your current SIP account (if you meet rollover deadlines), an IRA or another tax-qualified retirement plan that accepts rollovers.
- Payments under the 6-month or 12-month payment option may be rolled over into an IRA or another tax-qualified retirement plan that accepts rollovers, provided applicable tax rules are followed. However, SIP will not accept rollovers of these types of payments



- If you do not make an election, the default form of payment is a 50% joint and survivor Annuity if you are married or a straight-life Annuity if you are not, with payment commencing at your normal retirement date.
- If the value of your total KRIP benefit, including the STP Benefit, does not exceed \$1,000, you will be required to take the benefit in the form of a single Lump Sum payment.
- Under federal law, access to the Lump Sum and the 6-month and 12-month payment options must be suspended if the Plan falls below specified funding levels.

***Lump Sum Payment:*** The full value of your STP Benefit is paid as a single payment. If you choose not to roll this amount over, 20% will be withheld for federal taxes. If your termination date occurs before the year you turn 55 and you choose not to roll over the STP benefit, it may be subject to a 10% additional federal tax since it is payable from KRIP. No death benefits will be payable with respect to your STP Benefit if you die after the Lump Sum is paid.

***Example:*** Barb has an STP Benefit account of \$25,000. She elects the Lump Sum payment. She also wants to defer taxes on her Lump Sum, so she elects to roll her payment over into an IRA. A check for the full amount is deposited directly into her IRA. This money is hers to use as she sees fit. She will get no other STP Benefit payments.

If you are married, you will need your Spouse's notarized consent to elect a Lump Sum payment.

Please note that the law requires access to Lump Sum payments to be suspended if the Plan falls below legally required funding levels. As a general rule, required suspension is based on KRIP's funding level, determined using its adjusted funding target attainment percentage, or AFTAP. In particular, if KRIP's AFTAP is greater than or equal to 60% but less than 80%, the Plan can pay only up to 50% of a benefit as a Lump Sum for eligible participants, and if the funding level is less than 60% (or less than 100% if the Company is in bankruptcy), the Plan can pay benefits only as permitted Annuities until the funding level is restored, when Lump Sums will again be available for eligible participants. Also, if KRIP's AFTAP is less than 60%, benefit accruals cease. The restrictions on benefit accruals and available forms of benefit payments apply to all KRIP benefits (Traditional and Cash Balance, as well as STP if relevant).

If you elect to receive an Annuity during a period when KRIP cannot pay Lump Sums, you will have the opportunity to elect a Lump Sum if and when the restrictions end, and the payment will generally be determined as of your original payment effective date using the assumptions in effect at that time, and then adjusted primarily to reflect any Annuity payments received. If you could have elected a Lump Sum in the absence of the payment restrictions but you elected to



defer payment of the portion of your benefit subject to the Lump Sum restriction to a later time, your Lump Sum will be determined based on your STP Benefit account when payment is eventually elected.

**6-Month or 12-Month Payment:** Your STP Benefit will be converted to equal monthly payments for either 6 months or 12 months, upon which time they cease. If you die before the defined period is up, payments will continue to your surviving Spouse, if any, for the remaining months, and otherwise will be paid to your estate. The 6-month and 12-month payment options are also eligible for rollover to an IRA or another qualified plan, but cannot be rolled into SIP. If you choose not to roll one or more of these payments over, 20% of the non-rolled-over payment(s) will be withheld for federal taxes. If your termination date occurs before the year you turn 55 and you choose not to roll over the STP Benefit, it may be subject to a 10% additional federal tax since it is payable from KRIP.

**Example:** Dawn is married and elects the 12-month payment option. Under this option, she should receive \$2,130 each month for 1 year. If she were to die after 6 months of benefit payments have been made, the remaining 6 monthly payments of \$2,130 will be paid to her Spouse. If Dawn and her Spouse both die before all of the benefit payments have been made, the remaining payments will be made to Dawn's estate.

If you are married, you will need your Spouse's notarized consent to elect either of these payment options.

These payment options are subject to suspension if the Plan's funding drops below specified levels. This suspension is applied using the same rules described in the "Lump Sum" section above.

**Straight-Life Annuity:** Your STP Benefit will be converted to a straight-life Annuity, under which you receive equal monthly payments for your lifetime. When you die, payments stop. No benefit will be paid after your death under this payment option, even if you are married.

**Example:** Jake elects the straight-life Annuity, even though he is married. He receives a monthly benefit of \$100 for life and no benefit is payable to his wife or any other beneficiary after his death. Because he has elected a benefit that provides less than a 50% survivor benefit to his wife, he must have his wife's notarized signature agreeing to the election.

If you are married, you will need your Spouse's notarized consent to elect this payment option.

**50% or 75% Joint and Survivor (J&S) Annuity:** Your STP Benefit will be converted to a J&S Annuity, under which you will receive a lower monthly benefit for your lifetime than you would have received as a straight-life Annuity. After your death, your named Survivor receives continuing benefits for his or her lifetime. This Annuity election pays your named Survivor 50% or 75% of your benefit

amount after your death. (You can only elect the 75% option if your named Survivor is your Spouse.)

**Example:** *Carl qualifies for a straight-life Annuity of \$100 a month. He wants to provide a benefit for his wife, should he die before her, so Carl elects a 50% J&S Annuity. To cover the cost of the additional benefit, his benefit is reduced to \$80 a month, but his wife will receive a monthly benefit of \$40 (\$80 x 50%) after Carl's death if she survives him. This benefit will continue for her lifetime.*

If you are married and would like to elect a form of payment other than a 50% or 75% J&S with your Spouse as the named Survivor, you will need your Spouse's notarized consent. If you elect a J&S option, you will need to supply your Spouse's or designated Survivor's birth certificate. You cannot change your named Survivor after payments begin, even if your named Survivor is your Spouse and you and your Spouse divorce. If your named Survivor dies before you, no benefits will be paid after your death, but your monthly payment will remain reduced.

- There is one exception to the usual rules that apply in the event of divorce. If you marry less than a year before you begin receiving a qualified J&S 50% Annuity, and then divorce after your benefits begin but before you have been married at least 364 days, your payment will be converted to a straight-life Annuity as of the date of the divorce. You will not be entitled to any increase in payments for the period during which the qualified joint and survivor Annuity form was in effect, but your benefit payments will be increased on a prospective basis to the amount that you are entitled to receive under the straight-life Annuity. This conversion to the straight-life form of payment is automatic; you cannot elect an alternative form of payment. If this affects you, inform the Kodak Pension Service Center promptly so that your payments can be adjusted.

**Value of STP Benefit Payment Options:** All of the STP Benefit payment options described above are "actuarially equivalent," which means they have the same expected value based on an assumed interest rate and life expectancy. The following table provides relative values for each of the optional forms of payment for a sample Participant aged 45 with an STP benefit of \$25,000, calculated using interest rate and mortality assumptions specified in the Plan.<sup>29</sup>

---

<sup>29</sup> The amount payable under the various forms of payment will be calculated using the actuarial assumptions in effect when payments commence. Those assumptions may differ from the assumptions reflected in this example.

<b>Payment Form</b>	<b>Amount</b>
Lump Sum	\$25,000
Straight-Life Annuity	\$100 per month
50% Joint and Survivor Annuity	\$96 per month
75% Joint and Survivor Annuity	\$94 per month
6-Month payment	\$4,200 per month
12-Month payment	\$2,120 per month

As you can see, the lifetime Annuity options provide much smaller monthly cash flow than the 6- and 12-month payments. This is because the lifetime Annuity options are expected to be payable over a much longer period of time for a 45-year-old Participant. However, the straight-life Annuity of \$100 per month has the same actuarial value as the 6-month payment Annuity of \$4,200 per month, both of which are equal in expected value to the \$25,000 Lump Sum. Each eligible Participant will receive an election form showing the STP Benefit amount and optional forms of payment reflecting the actuarial equivalent for each optional form.

Once the requested payment option with all required paperwork has been received by HR, and the scheduled starting date for the benefit has arrived, the payment option cannot be changed (and neither can the named Survivor under a J&S Annuity, if you elected a J&S form of payment). Prior to that, you may revoke or change the payment option by contacting your HR representative.

**Rollovers of STP Benefits:** STP Benefit payments taken as a Lump Sum can be rolled over to a current SIP account, an IRA or another tax-qualified plan. Payments taken as a 6-month payment or 12-month payment can be rolled over to an IRA or another tax-qualified plan, but not SIP.

**Processing Payments of STP Benefits:** Payments made as a single Lump Sum or as monthly installments from KRIP are processed by Bank of New York Mellon and are made either by direct deposit or by check mailed to your home address. The timing of the first payment will vary based on the date you want payment to be made or begin, and the date that the required paperwork is submitted and processed.

If you elect to commence your STP Benefit promptly upon your termination of employment, you should expect that there generally will be a gap of 3 - 7 weeks between the last payroll check and the initial STP Benefit payment.

Please bear in mind that a failure to complete the Election Form (including spousal consent, if applicable) and/or the Agreement, Waiver and Release document in a timely manner can delay your benefits. Payment will not be processed until all

paperwork is received in good order and the time period for revoking your Agreement, Waiver and Release has expired.

**Impact of Qualified Domestic Relations Order (QDRO) on STP Benefits:** If you have an outstanding Qualified Domestic Relations Order, your STP Benefit may be reduced or delayed pending application of the Qualified Domestic Relations Order. Your Spouse or former Spouse may be entitled to an award of some or all of your STP Benefit, depending on the terms of your Qualified Domestic Relations Order. A copy of KRIP's procedures for the review and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**Tax Withholding/Deductions from Payments of STP Benefits:** The STP Benefit is payable from KRIP and is not subject to FICA tax and/or FICA Medicare tax. The STP Benefit is subject to applicable federal, state and local income and withholding taxes. Federal taxes withheld are based on the form of payment from KRIP. If the STP Benefit is paid in the form of a Lump Sum, 6-month payment or 12-month payment (and not rolled over), the STP Benefit will be subject to mandatory 20% federal tax withholding. If one of the straight-life or J&S Annuity options is elected, the withholding is based on the withholding rate you elect. The STP Benefit is also subject to a 10% additional federal tax if your Kodak employment ends before the calendar year in which you turn age 55, unless (1) you wait until at least age 59½ to start receiving your STP Benefit, (2) you receive your STP Benefit as a straight-life or J&S monthly Annuity, (3) you roll over your STP Benefit into a tax-qualified retirement vehicle such as SIP or an IRA and do not begin withdrawals until at least age 59½, or (4) you qualify for another exception from the 10% additional tax (for example, if you are disabled). State tax withholding may also apply.

As a general rule, no other amounts will be withheld from STP Benefit payments, such as legal garnishments (for example, support payments, income executions and so forth, other than as provided by a Qualified Domestic Relations Order), benefit deductions and ESL deductions. Employees with KLifePlus Optional insurance or Dependent LifePlus insurance should contact MetLife to make other payment arrangements.

**STP Death Benefits:** If you die after your STP Benefit start date, the death benefit (if any) available depends on the form of payment elected. If the STP Benefit is paid in the form of a:

- Lump Sum: no further payments will be made
- 6-Month Payment or 12-Month Payment Option: any remaining installment payments will continue to be paid to the surviving Spouse (if any) and otherwise will be paid to the Participant's estate
- Straight-Life Annuity: no further payments will be made

- **50% Joint & Survivor Annuity:** 50% of the Participant's monthly installment will continue to the surviving Spouse or other designated Survivor (if the designated Survivor survives the Participant) until his or her death
- **75% Joint & Survivor Annuity:** 75% of the Participant's monthly installment will continue to the surviving Spouse (if the Spouse survives the Participant) until his or her death

If you die before you commence payment of your STP Benefit, your STP Benefit account balance will be paid to your surviving Spouse in the form of an Annuity for the Spouse's lifetime, unless the surviving Spouse elects to receive it in a single Lump Sum payment. If there is no surviving Spouse, the STP Benefit account balance will be paid to your estate in the form of a Lump Sum payment.

### **Termination Benefit Offsets:**

**Previous TAP or STP Payments:** The dollar amount of the benefits payable is reduced by the dollar amount of any similar termination benefits paid to you under STP or TAP within the 5 years immediately preceding the date your employment terminates. In addition, your termination benefit will be reduced by the amount of any severance or termination benefits you receive under an individualized agreement with the Company in connection with your current termination, regardless of whether you previously received termination benefits.

**Unemployment Insurance:** Your STP Benefits will not be affected by whether or not you receive unemployment insurance.

### **Claims and Payment of Benefits**

The following describes how STP Benefit claims are processed and paid by KRIP. Further details, including important information about claims and appeals filing deadlines, are provided in the "Claims and Appeals Procedures" summary. You should review that summary, along with the information provided here, whenever you submit a claim for plan benefits.

**When Your Benefits Begin:** You will be automatically notified if you become entitled to the STP Benefit under KRIP. Payment can be taken immediately (as of the first day of any calendar month following the later of your termination date or the date that the revocation period for your Agreement, Waiver and Release expires) or deferred to any date up to your normal retirement date. The timing of the first payment will vary based on the date required paperwork is submitted. No payments will be processed until all paperwork is received in good order. If you elect to have payment begin promptly following your termination, bear in mind that there will generally be a gap of 3 – 7 weeks between the last payroll check and the initial STP Benefit payment.

- *Re-employment before STP Benefit begins:* If you are Laid Off or otherwise experience a qualifying termination of employment but you return to work with Kodak or a Subsidiary before your STP Benefit begins, you will not be able to commence your STP Benefit until your employment again terminates (unless you qualify to commence your entire KRIP benefit while still employed on or after the April 1<sup>st</sup> of the year after the year you turn 70½, and you elect to do so). Interest credits will continue to accumulate as usual until payment is made or begins.
- *Re-employment after STP Benefit begins:* Once your STP Benefit begins, subsequent re-employment will not affect your payment schedule. You will be entitled to retain any portion of your STP Benefit previously distributed to you and you will continue to receive any future scheduled payments of your STP Benefit. If you earn an STP Benefit in connection with your subsequent termination, you will make a separate payment election for that benefit.

It is very important to keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary, and file a payment election on a timely basis. See “Missing Payees” in the KRIP benefit summary for more information about what happens if you cannot be located when payment is required to begin or if you do not file a payment election, or if you fail to cash a check.

### **Recovery of Overpayments**

If all or some of the payments made under KRIP are paid in error, KRIP has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

**When Benefits End:** STP Benefits are subject to the payment rules outlined above, so that the commencement and ending dates for payments will depend on the elections you make and may or may not be affected by changes in your employment status.

### **Restrictions**

An Agreement, Waiver and Release must be signed (and not revoked) in order for you to qualify for any termination benefits under KRIP STP.

If you revoke the Agreement, Waiver and Release (but not your participation in any relevant Voluntary Special Separation Program), you will not be eligible for any termination benefits from KRIP, and your eligibility for other post-termination



benefits and payments (including with respect to any equity awards) may be affected. Consult the summaries for the relevant plans and/or award agreements.

Following your termination of employment, the Company may need your continued cooperation and involvement with various pieces of litigation and other legal matters which are pending at such time or which may arise thereafter. As a precondition to receiving termination benefits, you agree, at Kodak's request from time to time, to cooperate with the Company in its efforts to defend and/or pursue any such litigation or other legal matters. By way of example, the types of services that may be requested of you include, but are not limited to: attending strategy sessions, attending preparations for trial, appearing at depositions, executing affidavits and testifying at trials.

## Termination of Coverage

You must meet all the requirements detailed above in order to receive any benefits under KRIP STP. Without limitation of the foregoing, if your employment terminates for any of the following reasons, you will not be eligible for termination benefits coverage:

- discharge for any reason other than being Laid Off, a Special Separation Program or a Divestiture;
- exhausting STD benefits (as described below); or
- death.

Coverage under KRIP STP will not apply to anyone with a notification date after September 7, 2022 unless that person is covered by the Special Termination Program in effect from November 1, 2022 through October 31, 2024.

**Exhaustion of STD Benefits:** If your employment is terminated as a result of having exhausted STD benefits, you are not considered to be Laid Off due to an inability to meet job requirements. Therefore, you are not eligible for an STP Benefit. However, if you are receiving STD benefits and, before you exhaust your benefits, you are notified of a Special Separation Program or that you are being Laid Off and your notification date is covered by an STP window, you may be eligible for an STP Benefit, even if you exhaust your STD benefits during the termination notification period.

## Other Kodak Benefits

Payment of termination benefits does not extend your termination date for benefits purposes, nor are payments included in the calculation of any sales and non-sales variable pay, EXCEL or retirement income payments.



## Plan Modification and Termination

The Kodak Board of Directors reserves the right, and either the Board or such other person that the plan document or the Board or its delegatee may designate has the right, to modify, amend or terminate KRIP at any time. See the KRIP benefit summary for more information about the impact of amendments or termination on KRIP.

## Plan Identification

STP is provided under the Kodak Retirement Income Plan, which is sponsored and maintained on a Trusteed and insured basis by Eastman Kodak Company, 343 State Street, Rochester, NY 14650-0901. Kodak's Employer Identification Number, assigned by the Internal Revenue Service, is 16-17150. The plan number, assigned by Kodak, is 001. The Plan was established January 1, 1929, and has been changed from time to time. This summary generally reflects the terms of the Special Termination Program benefits under KRIP in effect at the time of publication unless otherwise specified. Financial records are maintained on a calendar year basis, with each plan year ending December 31.

By law, the Plan is classified as a defined benefit pension plan. The plan administrator is the Kodak Retirement Income Plan Committee, located at the above address (telephone number: 585-724-4800). You may direct questions or concerns to KRIPCO, c/o VP, Human Resources; however, you are urged to first call the Kodak Pension Service Center. Doing so often results in the prompt resolution of any concerns. KRIPCO members are identified by the Plan document. KRIPCO has full discretionary authority for answering all questions arising in the administration, interpretation, and application of the Plan. Its interpretation and conclusions shall be final and binding upon all parties.

The plan administrator is the designated agent for service of legal process with respect to all KRIP benefits. Legal process may also be served on the plan Trustee, The Bank of New York Mellon at 1 Boston Pl., Boston, MA 02108.

## Plan Document Controls

If there is a conflict between the KRIP STP benefit summary (or any oral or written statement from any person including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier or claims administrator or record keeper) and the plan document, the plan document will control. See the "General Plan Information" summary to find out how to get a copy of the plan document.

# APPENDIX: QUALEX BASE PENSION PLAN AND QUALEX PENSION PLAN C

## Introduction

The Qualex Inc. Base Pension Plan (the “QBPP”) was maintained by Qualex Inc. for the benefit of certain of its eligible employees and retirees, as well as former participants in the Qualex Inc. Pension Plan C and the Datatape Retirement Income Plan (“DRIP”). This Appendix describes special provisions applicable to former participants in the QBPP as of the Plan Merger Date, including the rules applicable to former Pension Plan C participants (DRIP benefits are described in a separate Appendix). All terms used herein are used as defined in the plan document for KRIP and/or the QBPP or Qualex Inc. Pension Plan C, as applicable.

## Vesting

All QBPP benefits merged into KRIP were fully vested at that time. The QBPP had vested all participants employed as of January 1, 2009. Before that, the QBPP had applied a five-year vesting schedule, subject to certain special rules.

## Calculation of QBPP Benefits

Benefit amounts earned under the QBPP were not changed by the merger. As a general rule, the QBPP calculated monthly benefits paid as a single life Annuity as of a participant's normal retirement date as the sum of:

- 0.75% of your Average Monthly Compensation for each Period of Service completed during a Plan Year, plus
- 0.50% of your Average Monthly Compensation in excess of 1/3 of 1/12 of the Taxable Wage Base in effect at the beginning of the Plan Year for each such Period of Service.

Capitalized terms have the meanings set forth in the plan document for the QBPP.

In some cases, such as if you were employed by Kodak before March 30, 1988, your benefit may be subject to some special rules. A minimum annual benefit of the lesser of \$1,800 or \$72 times the number of whole years in a participant's Period of Service may apply. ***Benefit accruals under the QBPP were frozen as of August 29, 2009.***

If you participated in Pension Plan C on or prior to December 2, 2002, your benefit will never be less than the amount you had earned under the Pension

Plan C formula as of December 2, 2002, when benefit accruals stopped under that plan. Pension Plan C calculated your benefit by multiplying a specified dollar amount times each month in your Period of Service (the dollar amount varied over time; you can obtain details about the formula applicable to you from the Kodak Pension Service Center). Your December 2, 2002 Pension Plan C benefit will be added to any benefit you earned under the QBPP after December 2, 2002.

If you commence payments before or after your normal retirement date (generally, the first of the month on or after the later of the date you attain age 65 or five years after your participation in the QBPP began), or in a form of payment other than a single life Annuity, the amount of your benefit will change.

You can obtain more information about the amount of your QBPP and/or Qualex Pension Plan C benefit and request a benefit estimate from the Kodak Pension Service Center at any time. However, bear in mind that an estimate is only an estimate. Even though you cannot earn additional benefits under the QBPP or Qualex Pension Plan C, various factors such as changes in your early retirement eligibility, changes in your marital status, and changes in actuarial assumptions can affect your benefits.

## Claims and Payment of Benefits

The following describes how QBPP benefit claims are processed and paid by the Plan. Further details, including important information about claims and appeals filing deadlines, are provided in the “Claims and Appeals Procedures” summary. You should review that summary, along with the information provided here, whenever you submit a claim for Plan benefits.

**Filing your Claim for Benefits:** You become eligible for payment of your QBPP benefits when you retire or otherwise terminate employment with Kodak and all Subsidiaries and have met the age and service requirements for payment, although you also have the right to commence payment when you reach your normal retirement date, even if you are still employed. Your normal retirement date is the first day of the month on or following your 65<sup>th</sup> birthday (or, if later, the fifth anniversary of your commencement of plan participation). You may continue your employment beyond age 65.

- If you work past your normal retirement date, you generally will not receive your QBPP benefits until you actually retire, but you can elect to commence payment on or after the date you reach your normal retirement date.<sup>30</sup>
- If you retire or leave the Company prior to your normal retirement date, regardless of the reason for termination, you may elect to keep your QBPP

---

<sup>30</sup> If you turned 70½ in 2021 or an earlier year, you were required to commence payment by April 1st of the year after the year you turned 70½, regardless of your employment status.

benefits in the Plan as long as the value of your total KRIP benefit exceeds \$1,000, but payment must begin no later than your normal retirement date.

If you terminate employment, an estimate of your retirement benefits and other information about the QBPP will be mailed to your home within 2 – 3 weeks after your termination. If you do not receive this information within 3 weeks after termination, you should contact the Kodak Pension Service Center. If you did not elect to start your benefit when your employment terminated, you can contact the Kodak Pension Service Center when you are ready to start payment.

**Qualified Domestic Relations Orders:** QBPP benefits may be distributed to an alternate payee pursuant to a Qualified Domestic Relations Order in accordance with the terms of the order. For information on permissible distribution timing, contact the Pension Service Center. A copy of KRIP's procedures for the review and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**When You Elect Payment of Your QBPP Benefit:** Generally, your QBPP benefit cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your QBPP benefits be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won't be issued before that period expires.

If you terminate employment with Qualex, Kodak and their affiliates on or after you attain age 55 and have completed 10 years of total service, you may make your election for the first day of any month coinciding with or following your retirement or termination date. (If you participated in Pension Plan C, your Pension Plan C benefit is payable at any time if you terminate at or after age 55, even if you do not have 10 years of total service.) Your payment amount will be reduced if you commence prior to your normal retirement date. If you do not meet the age and service requirements for early retirement, your payments will begin when you reach your normal retirement date, except that:

- If your total KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a Lump Sum. Payment will be made to you unless you file a rollover election by the stated deadline.
- If your QBPP benefit is valued at \$5,000 or less, you can elect to receive a Lump Sum payment following termination of employment (with your Spouse's consent, if your total KRIP benefit exceeds \$5,000).

- If your QBPP benefit exceeds \$5,000, but you were an active participant on September 1, 2014 and terminate employment on or after December 1, 2014, you can elect to receive payment no later than the first day of the fourth month following the month your termination of employment is processed in the form of a Lump Sum<sup>31</sup> or as a monthly Annuity in the form of a straight-life Annuity, a qualified J&S 50% Annuity, or a J&S 50% or 75% Annuity with a named Survivor of your choice.
- You can elect to receive payment once you have attained age 55, if you had completed 10 years of total service (or with respect to your Pension Plan C benefit, if any, once you have attained age 55, even if you had not completed 10 years of total service).

The date on which your QBPP benefit payment election is effective, no matter which form of payment you choose, is always the first day of a month, although the actual issuance of a check or electronic payment may occur later in the month. The effective date generally cannot be retroactive, unless you received your retirement information package after your benefit start date because of a QDRO, a lost Spouse, or an administrative error and certain conditions are met. Interest (other than in accordance with the terms of the Plan) or other investment return is not paid because of the timing of a payment, even if the payment's delay is the result of an administrative error.

Retirement benefits are payable the first day of the month after the latest of the following occurs:

- The end of a period beginning at least 30 days (but no more than 90 days) after you received the package of information about your QBPP benefit. This is required by IRS regulations but, as described above, the 30-day period can be waived.
- You have terminated employment (except as described above for Participants who qualify for an in-service payment option after normal retirement date).
- You have properly completed and returned the QBPP election forms and elected a date to begin receiving your benefits.
  - *Please note that if you have reached your normal retirement date and terminated employment, you cannot delay payment by refusing to return your forms. If payments are required to begin and you do not file a payment election in good order by the stated deadline, you will normally*

---

<sup>31</sup> If your termination of employment is due to your exhaustion of short-term disability benefits, you can qualify for a Lump Sum only if, prior to your election deadline, you waive your right to long-term disability benefits from any Company plan, or if a final determination has been made that you do not qualify for long-term disability benefits from any Company plan.

*be required to receive payment in the normal payment form (see below) for your marital status.*

- If your total KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a lump sum. Payment will be made to you unless you file a rollover election by the stated deadline.

If you die before the later of (i) your effective date of retirement or termination or (ii) the date your retirement benefits are first payable, benefits may be payable to your eligible Survivor(s) as described later in “Survivor Benefits.”

**Recovery of Overpayments:** If all or some of the payments made under this Plan are paid in error, the Plan has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

## Payment Options

***Please note that your payment form and payment effective date, as well as the identity of any person named as a Survivor under a J&S Annuity (defined below), generally cannot be changed after payment begins.***

The following forms of payment are available for your QBPP benefit:

- Straight-life Annuity (normal form of payment for single participants)
- Qualified joint and survivor (J&S) 50% Annuity (normal form of payment for married participants)
- J&S Annuity providing a 50%, 66 2/3%, 75% or 100% survivor benefit
- Life and 10 years certain Annuity
- Lump Sum (if you meet the requirements)

These payment forms are described in greater detail below. If you elect an optional form of payment, it will be “actuarially equivalent” to your QBPP benefit calculated as a straight-life Annuity.<sup>32</sup> The actuarially equivalent monthly payment

---

<sup>32</sup> *It is important to understand that the “actuarial equivalence” is based on average life expectancies and assumed interest rates. The actual amount you receive under an Annuity will ultimately depend on your actual life span and, for joint and survivor Annuities, the actual life span of your named Survivor. In addition, please note that if you elect a Lump Sum, some or all of that benefit may be calculated using less favorable early retirement factors*

---

amount for each type of Annuity is calculated using specified life expectancy assumptions for someone your age and the specified interest rate in effect under the Plan at the time payment commences, and adjusted to reflect any Survivor benefits you elect.

***Remember that if the Lump Sum value of your total KRIP benefit is \$1,000 or less, you will automatically receive your benefits in one Lump Sum payment when your employment terminates. You can elect to roll over your Lump Sum distribution, or you can have the payment made directly to you. Your Lump Sum payment will be made as soon as administratively practicable after your termination.***

**Straight-Life Annuity:** If you are not married on the date your retirement benefits begin, your benefits are payable in the form of a straight-life Annuity. This is the “normal” form of payment in this situation. It means that the full amount of your monthly benefits will be paid to you throughout your lifetime, and no payments will be made to any Survivor after your death. However, you may decline this normal form of payment and select any of the optional payments described in this section for which you qualify.

**J&S Options:** When considering these J&S options, you should review the special rules applicable to them which are described under “Special J&S Rules.”

***Qualified Joint and Survivor Annuity (Qualified J&S):***

If you are married at the time your retirement benefits begin,<sup>33</sup> your benefits will be paid automatically as a 50% J&S Annuity, with a monthly benefit payable for your life and the 50% Survivor benefit payable after your death to the person who is your Spouse at the time that payments begin, if that person survives you. If that person dies first, no payments will be made after your death. Under the 50% J&S Annuity option, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your Spouse, as well as yourself. The amount of the reduction depends on your age and the age of your Spouse when payments begin.

**IMPORTANT!**

The 50% J&S Annuity option described above is required under federal law to be the normal form of payment for a married Participant. However, you may decline this option prior to retirement (or prior to the time you begin receiving benefit payments), if you wish. To do so, you will be required to sign a special form declining the option and, unless you elect the 66 2/3%, 75% or 100% J&S option with your Spouse as named Survivor, you will also be required to provide a specific waiver, signed by your Spouse and notarized.

---

and/or different actuarial factors than if you were to elect an Annuity, which may affect the value of your payment. You can obtain details of your benefit calculation from the Pension Service Center.

<sup>33</sup> Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.



**50%, 66 2/3%, 75% or 100% J&S Annuities:** You may elect to have your retirement benefits paid in an optional form of payment that will provide you with a lifetime monthly payment, and which will then provide a lifetime benefit to your Spouse or any other person you designate at the time that payments begin, if your named Survivor survives you. You can elect to have the amount of the Survivor benefit total 50%, 66 2/3%, 75% or 100% of the monthly amount you had been receiving. If you elect a J&S form of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. The larger the survivor percentage you elect, the larger the reduction to your monthly payment will be. Likewise, your age and the age of your named Survivor when payments begin will affect the amount of the monthly payment.

**Special J&S Rules:** If you are considering electing a J&S form of payment, there are some special considerations you should bear in mind:

- You should be aware that if your Spouse or the person you designated dies after you have begun to receive your reduced J&S benefits, the benefits payable to you will not be increased, and you cannot designate a new Survivor. This is true even if your Spouse was your designated Survivor and you remarry after your Spouse's death- your new spouse will not be entitled to any survivor benefits. (This is different from the rule for the life and 10 years' certain option described below.)
- You should also be aware that if you do not have a J&S option or an election to receive the life and 10 years' certain option in effect, no QBPP benefit will be payable to anyone after you die.
- If you become divorced after you have begun receiving your reduced J&S benefits with your Spouse as named Survivor, you will continue to receive your reduced benefits, and your former Spouse will remain entitled to receive the Survivor benefit if you die first. *This cannot be changed, regardless of the terms of your divorce decree.* If you remarry, your J&S election covering your prior Spouse will not carry over to your new Spouse, even if your prior Spouse has since died. (This J&S rule for divorce is different than the rule that applies if you elect a life and 10 years' certain Annuity and then divorce.)
- If your named Survivor is not your Spouse and is more than 10 years younger than you, you may not be eligible to elect the 66 2/3%, 75% or 100% J&S forms of payment. The maximum survivor percentage permissible will be determined by federal law.

**Life and 10 Years Certain Annuity:** If you elect a life and 10 years certain Annuity, you will receive payments for your lifetime. If you die after receiving at

least 120 monthly payments, no additional payments will be made after your death. If you die before you receive 120 monthly payments, payments will continue after your death to your named Survivor(s) for as long as that person lives or until 120 total payments have been made to you and your named Survivor(s) combined.

- Because KRIP guarantees to make at least 120 monthly payments, the amount of each monthly payment will be less than you would receive under a single-life Annuity.
- If your named Survivor dies after payments begin to the named Survivor but before 120 payments are made, the present value of the remaining unpaid payments will be paid to your Survivor's estate.
- If you die without a living named Survivor and before receiving 120 payments, the present value of the remaining payments will be paid to your estate.

You can designate anyone you want as your Survivor and you can change your Survivor after payments begin, but if you are married, you must have your Spouse's consent to choose this form of payment or to name or change your Survivor. For this purpose, your "Spouse" is the person to whom you are married when payments begin, even if you are divorced when you want to make a change. If your Spouse dies, you can make future changes without spousal consent.

You can designate more than one Survivor, in which case, Survivor benefit payments will be divided based on the percentages you provide on your beneficiary designation form.

**Lump Sum Option:** If you qualify for a Lump Sum upon termination of employment and file a timely election under the rules applicable to QBPP Participants employed in 2014 or who have benefits valued at \$5,000 or less, as described above, you may be eligible to take your QBPP benefit in one Lump Sum payment when you retire or leave the Company. Your Lump Sum payment will be the present value of your retirement benefit calculated using the interest rate and life expectancy assumptions established by federal law based on your age at the time of the payment. If you elect this payment option, you will no longer be a QBPP Participant and, therefore, will no longer be eligible for or entitled to any QBPP benefits.

Please note that the law requires access to Lump Sums to be suspended if the Plan falls below legally required funding levels. As a general rule, required suspension is based on KRIP's funding level, determined using its adjusted funding target attainment percentage, or AFTAP. In particular, if KRIP's AFTAP is greater than or equal to 60% but less than 80%, the Plan can pay only up to 50% of a benefit as a Lump Sum for eligible Participants, and if the funding level is less than 60% (or less than 100% if the Company is in bankruptcy), the Plan can pay

benefits only as permitted Annuities until the funding level is restored, when Lump Sums will again be available for eligible Participants. Also, if KRIP's AFTAP is less than 60%, benefit accruals cease (although this would not affect your QBPP benefit, since that was frozen as of August 29, 2009, or as of December 2, 2002 with respect to your Pension Plan C benefit).

If you are eligible to elect a Lump Sum but you elect to receive all or part of your benefit as an Annuity during a period when KRIP cannot pay Lump Sums, you will have the opportunity to elect a Lump Sum if and when the restrictions end, and the payment will generally be determined as of your original payment effective date using the assumptions in effect at that time, and then adjusted primarily to reflect any Annuity payments received. If you could have elected a Lump Sum in the absence of the payment restrictions but you elected to defer payment of the portion of your benefit subject to the Lump Sum restriction to a later time, any Lump Sum you are eligible to elect on the later date will be determined using the assumptions in effect when payment is eventually elected.

#### ***Additional Information About Lump Sum Payments:***

If you are married at the time you request a Lump Sum, you will be required to provide your Spouse's consent to waive the qualified J&S Annuity, signed by your Spouse and notarized.

If you elect the Lump Sum option and die before the effective date of your retirement payment, no Lump Sum payment will be made and pre-retirement Survivor benefits, if any, will be payable as described in "Survivor Benefits- If You Die Before Retirement."

#### **Changes in Forms of Payment:**

You may change your form of payment before the effective date of your benefit payments by contacting the Kodak Pension Service Center. You cannot change your form of payment, or your Survivor under a J&S Annuity, once your elections have been processed, or on or after the effective date of your benefit payments.

#### **Rehired Employees:**

If you are rehired by the Company after your payments have started, benefit payments will continue as scheduled.<sup>34</sup> If you are receiving an Annuity, then upon re-retirement (or, if earlier, the Participant's death), the early commencement reduction (if any) applicable to your benefit will be calculated taking into account your age and total service at the time of re-retirement (or death, as applicable). No adjustment will be due if you received payment in the form of a Lump Sum.

---

<sup>34</sup> Prior to June 1, 2018, Annuity benefits to a Participant who was rehired after commencing payments were subject to suspension.

## Missing Payees

It is very important that you keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary(ies), as applicable, and respond promptly to communications from KRIP asking you to verify your address and/or notifying you of required payments. Failure to do so can have adverse economic consequences for you. For example:

- If you do not make a payment election by the time KRIP requires you to begin receiving benefits (i.e., your normal retirement date (the first day of the month on or after the date you turn 65 or the fifth anniversary of your participation, whichever is later), unless you are still employed by Kodak at that date), you generally will be defaulted into the normal form of payment for your marital status, even if you would have preferred another form.
- If payments cannot begin by the time required by federal law (generally, April 1 of the year after the year in which you have attained age 73<sup>35</sup> and terminated employment), you will normally be subject to a penalty tax.
- If you or your beneficiary/Survivor cannot be found when payment is due, payments will be suspended. No interest will be paid as a result of the suspension.
- Failure to cash a check may result in forfeiture of the check amount with only the right to have that check reissued upon request. Failure to cash a check does not excuse you from paying taxes in the year the check was originally issued.

## Survivor Benefits – If You Die Before Retirement

This section describes the benefits that may be available to your Survivors with respect to your QBPP benefit if you die before you start your benefits. (See the previous section for descriptions of the types of Survivor benefits available after payments begin, and how to elect those benefits.)

**Naming a Beneficiary for Survivor Benefits:** You should designate the beneficiary(ies) who will receive your QBPP benefits if you die before commencing your benefit. Generally, married Participants name their Spouses as their beneficiaries. However, you are free to name a person other than your Spouse as your beneficiary, provided your Spouse gives written notarized consent to the alternative beneficiary.<sup>36</sup> If you are married and designate a beneficiary other than your Spouse, your designation will not be valid until you provide the required

---

<sup>35</sup> Age 70½, if you attained age 70½ prior to 2020, and age 72 if you were not yet 70½ as of December 31, 2019 but attained age 72 by December 31, 2022. The age is scheduled to increase to 75 in 2033.

<sup>36</sup>Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

spousal consent. (If you had designated a beneficiary and subsequently marry, your beneficiary designation will immediately be voided, and your new Spouse will be your beneficiary until and unless you file a different designation and provide your Spouse's waiver.) You may also name a contingent beneficiary to receive survivor benefits if your primary beneficiary dies before you.

If you are married and fail to designate a beneficiary (or if you attempt to designate someone else but do not timely file your Spouse's notarized consent), your surviving Spouse is automatically the beneficiary of your QBPP benefits. If you are not married and you fail to properly designate a beneficiary, your benefit will be distributed to your estate. You may change your beneficiary at any time by properly completing and returning a new beneficiary designation form (which must include new spousal consent, if you are married and your Spouse is not your sole primary beneficiary). The form is available on the Kodak Pension Service Center website or can be requested by calling the Kodak Pension Service Center.

Your beneficiary designation pertaining to your QBPP benefits will be revoked automatically on January 1 of the calendar year in which you attain age 35, if you are married at that time and your designated beneficiary on file is not your current Spouse. If you want to name someone other than your current Spouse as your beneficiary, you should complete a new beneficiary designation form. (If you filed your designation prior to January 1 of the year in which you turn 35 but after terminating employment, this revocation rule will not apply with respect to any QBPP benefits earned prior to your termination of employment.)

Make sure to keep KRIP informed of changes in your marital status, and to review and update your beneficiary designations (and your beneficiaries' addresses on file with KRIP) periodically and after any significant change in your personal situation or financial planning strategies.

**QBPP Beneficiary Designation Process:** You must submit your beneficiary designation form in the manner approved by KRIPCO. KRIPCO from time to time may require participants to re-designate beneficiaries in a prescribed manner and void those designated in any other manner, even if they had been previously approved by KRIPCO.

**Payment of Survivor Benefits:** If you die before your QBPP benefits begin, your beneficiary(ies) will be entitled to receive Survivor benefits based on the Survivor benefit that would have been payable to your Spouse if you had retired with a Qualified J&S (if you are unmarried and don't have a named beneficiary, this benefit is calculated assuming that you had a Spouse who was the same age as you). If you do not have a beneficiary on file at the time of your death, your QBPP benefits will be paid to your Spouse if you are married; otherwise, to your estate. (If your beneficiary dies after you but before commencing payment, payment will be made to your beneficiary's estate.)

The Survivor benefits will be paid to your beneficiary in the form of a Survivor Annuity (that is, an Annuity payable monthly for your beneficiary's lifetime, with no payments after your beneficiary's death), unless your beneficiary elects to receive payment in the form of a life and 10 years' certain Annuity (that is, an Annuity paid for the lifetime of your beneficiary or until 120 payments have been made, whichever ends later). If benefits are payable to your estate or your beneficiary's estate, payment will be made in the form of a Lump Sum. If the death benefit is valued at \$5,000 or less, payment will be made in the form of a Lump Sum.

Your Spouse can elect payment of the Survivor benefit as of your normal retirement date, or as of any earlier date that you would have qualified for payment. If your beneficiary is not your Spouse, payment generally must begin by the year after the year of death. Failure to commence payment by this deadline may subject your beneficiary to adverse tax consequences, or require acceleration of payments so that payment is completed by the end of the year containing the fifth anniversary of your death. The amount paid will be adjusted if payment commences prior to your normal retirement date.

If the total value of the KRIP Survivor benefit payable to your beneficiary is \$5,000 or less, your beneficiary will be paid in the form of a Lump Sum as soon as practicable after your death.

## **Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification**

See the Cash Balance summary above for information on these topics.

**Plan Document Controls:** If there is a conflict between this benefit summary (or any oral or written statement from any person including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier or claims administrator or recordkeeper) and the plan document, the plan document will control. See the "General Plan Information" summary to find out how to get a copy of the plan document.

# APPENDIX: DATATAPE RETIREMENT INCOME PLAN

## Introduction

The Datatape Retirement Income Plan ("DRIP") merged into the Qualex Inc. Base Pension Plan on October 1, 2005. This Appendix describes special provisions applicable to former DRIP Participants. All terms used herein are used as defined in the plan document for KRIP or DRIP, as applicable.

## Vesting

All DRIP benefits merged into KRIP were fully vested at that time. Originally, DRIP had applied a five-year vesting schedule, subject to certain special rules.

## Calculation of DRIP Benefits

Benefit amounts earned under DRIP were not changed by the merger. As a general rule, DRIP calculated annual benefits paid as a single life Annuity as of a participant's normal retirement date as:

- (a) The sum of:
  - 1.3% of the portion of your Average Participating Compensation not in excess of your Average Social Security Wage Base, plus
  - 1.6% of any portion of your Average Participating Compensation in excess of your Average Social Security Wage Base,
- (b) Multiplied by your Accrued Service, excluding any portion of such Accrued Service in excess of 35 years, accrued up to the date on which you ceased to be eligible to accrue benefits; plus
- (c) The product of (a) and (b) above multiplied by one-twelfth of 1% for each completed month of Accrued Service in excess of 35 years that you accrued up to the date on which you ceased to be eligible to accrue benefits.

Capitalized terms have the meaning set forth in the plan document for DRIP.

***All benefit accruals under DRIP were frozen as of June 20, 1994.***

If you commence payments before or after your normal retirement date (generally, the first of the month next following the date you attain age 65), or in a form of payment other than a single life Annuity, the amount of your benefit will change.



You can obtain more information about your DRIP benefit and request a benefit estimate from the Kodak Pension Service Center at any time. However, bear in mind that an estimate is only an estimate. Even though you cannot earn additional benefits under DRIP, various factors such as changes in your early retirement eligibility, changes in your marital status, and changes in actuarial assumptions can affect your benefits.

## Claims and Payment of Benefits

The following describes how DRIP benefit claims are processed and paid by the Plan. Further details, including important information about claims and appeals filing deadlines, are provided in the “Claims and Appeals Procedures” summary. You should review that summary, along with the information provided here, whenever you submit a claim for Plan benefits.

**Filing your Claim for Benefits:** You become eligible for payment of your DRIP benefits when you retire or otherwise terminate employment with Kodak and all Subsidiaries and have met the applicable age and service requirements for payment, although you also have the right to commence payment when you reach your normal retirement date, even if you are still employed. Your normal retirement date is the first day of the month next following your 65<sup>th</sup> birthday. You may continue your employment beyond age 65.

- If you work past your normal retirement date, you generally will not receive your DRIP benefits until you actually retire, but you can elect to commence payment on or after the date you reach your normal retirement date.<sup>37</sup>
- If you retire or leave the Company prior to your normal retirement date, regardless of the reason for termination, you may elect to keep your DRIP benefits in the Plan as long as the value of your total KRIP benefit exceeds \$1,000, but payment must begin no later than your normal retirement date.

If you terminate employment, an estimate of your retirement benefits and other information about DRIP will be mailed to your home within 2 – 3 weeks after your termination. If you do not receive this information within 3 weeks after termination, you should contact the Kodak Pension Service Center. If you did not elect to start your benefit when your employment terminated, you can contact the Kodak Pension Service Center when you are ready to start payment.

**Qualified Domestic Relations Orders:** DRIP benefits may be distributed to an alternate payee pursuant to a Qualified Domestic Relations Order in accordance with the terms of the order. For information on permissible distribution timing, contact the Pension Service Center. A copy of KRIP’s procedures for the review

---

<sup>37</sup> If you turned 70½ in 2021 or an earlier year, you were required to commence payment by April 1st of the year after the year you turned 70½, regardless of your employment status.

and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**When You Elect Payment of Your DRIP Benefit:** Generally, your DRIP benefit cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your DRIP benefits be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won't be issued before that period expires.

If you terminate employment with Kodak and its Subsidiaries on or after you attain age 55 and have completed 10 years of total service, you may make your election for the first day of any month coinciding with or following your retirement or termination date. Your payment amount generally will be reduced if you commence prior to your normal retirement date (special rules applied to DRIP Participants who terminate after attaining age 55 with at least 30 years of total service and who commence payment on or after age 60). If you do not meet the age and service requirements for early retirement, your payments will begin when you reach your normal retirement date, except that:

- If your total KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a Lump Sum. Payment will be made to you unless you file a rollover election by the stated deadline.
- If you were an active participant on September 1, 2014 and terminate employment on or after December 1, 2014, you can elect to receive payment no later than the first day of the fourth month following the month your termination of employment is processed in the form of a Lump Sum<sup>38</sup> or as a monthly Annuity in the form of a straight-life Annuity, a qualified J&S 50% Annuity, or a J&S 50% or 75% Annuity with a named Survivor of your choice.
- You can elect to receive payment once you have attained age 55, if you had completed 10 years of total service.

The date on which your DRIP payment election is effective, no matter which form of payment you choose, is always the first day of a month, although the actual issuance of a check or electronic payment may occur later in the month. The effective date generally cannot be retroactive, unless you received your retirement

---

<sup>38</sup> *If your termination of employment is due to your exhaustion of short-term disability benefits, you can qualify for a Lump Sum only if, prior to your election deadline, you waive your right to long-term disability benefits from any Company plan, or if a final determination has been made that you do not qualify for long-term disability benefits from any Company plan.*

information package after your benefit start date because of a QDRO, a lost Spouse, or an administrative error and certain conditions are met. Interest (other than in accordance with the terms of the Plan) or other investment return is not paid because of the timing of a payment, even if the payment's delay is the result of an administrative error.

Retirement benefits are payable the first day of the month after the latest of the following occurs:

- The end of a period beginning at least 30 days (but no more than 90 days) after you received the package of information about your DRIP benefit. This is required by IRS regulations but, as described above, the 30-day period can be waived.
- You have terminated employment (except as described above for Participants who qualify for an in-service payment option after normal retirement date).
- You have properly completed and returned the DRIP election forms and elected a date to begin receiving your benefits.
  - *Please note that if you have reached your normal retirement date and terminated employment, you cannot delay payment by refusing to return your forms. If payments are required to begin and you do not file a payment election in good order by the stated deadline, you will normally be required to receive payment in the normal payment form (see below) for your marital status.*
  - If your total KRIP benefit is valued at \$1,000 or less when your employment terminates, you must receive payment in a lump sum. Payment will be made to you unless you file a rollover election by the stated deadline.

If you die before the later of (i) your effective date of retirement or termination or (ii) the date your retirement benefits are first payable, benefits may be payable to your eligible Survivor(s) as described later in "Survivor Benefits."

**Recovery of Overpayments:** If all or some of the payments made under this Plan are paid in error, the Plan has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

## Payment Options

***Please note that your payment form and payment effective date, as well as the identity of any person named as a Survivor under a J&S Annuity (defined below), generally cannot be changed after payment begins.***

The following forms of payment are available for your DRIP benefit:

- Straight-life Annuity (normal form of payment for single participants)
- Qualified joint and survivor (J&S) 50% Annuity (normal form of payment for married participants)
- J&S Annuity providing a 25%, 50%, 75% or 100% survivor benefit
- Deferred J&S Annuity
- Lump Sum (if you meet the requirements)

These payment forms are described in greater detail below. If you elect an optional form of payment, it will be “actuarially equivalent” to your DRIP benefit calculated as a straight-life Annuity.<sup>39</sup> The actuarially equivalent monthly payment amount for each type of Annuity is calculated using specified life expectancy assumptions for someone your age and the specified interest rate in effect under the Plan at the time payment commences, and adjusted to reflect any Survivor benefits you elect.

***Remember that if the Lump Sum value of your total KRIP benefit is \$1,000 or less, you will automatically receive your benefits in one Lump Sum payment when your employment terminates. You can elect to roll over your Lump Sum distribution, or you can have the payment made directly to you. Your Lump Sum payment will be made as soon as administratively practicable after your termination.***

**Straight-Life Annuity:** If you are not married on the date your retirement benefits begin, your benefits are payable in the form of a straight-life Annuity. This is the “normal” form of payment in this situation. It means that the full amount of your monthly benefits will be paid to you throughout your lifetime, and no payments will be made to any Survivor after your death. However, you may decline this normal form of payment and select any of the optional payments described in this section for which you qualify.

---

<sup>39</sup> *It is important to understand that the “actuarial equivalence” is based on average life expectancies and assumed interest rates. The actual amount you receive under an Annuity will ultimately depend on your actual life span and, for joint and survivor Annuities, the actual life span of your named Survivor. In addition, please note that if you elect a Lump Sum, some or all of that benefit may be calculated using less favorable early retirement factors and/or different actuarial factors than if you were to elect an Annuity, which may affect the value of your payment. You can obtain details of your benefit calculation from the Pension Service Center.*

---

**J&S Options:** When considering these J&S options, you should review the special rules applicable to them which are described under “Special J&S Rules.”

***Qualified Joint and Survivor Annuity (Qualified J&S):***

If you are married at the time your retirement benefits begin,<sup>40</sup> your benefits will be paid automatically as a 50% J&S Annuity, with a monthly benefit payable for your life and the 50% Survivor benefit payable after your death to the person who is your Spouse at the time that payments begin, if that person survives you. If that person dies first, no payments will be made after your death. Under the 50% J&S Annuity option, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your Spouse, as well as yourself. The amount of the reduction depends on your age and the age of your Spouse when payments begin.

**IMPORTANT!**

The 50% J&S Annuity option described above is required under federal law to be the normal form of payment for a married Participant. However, you may decline this option prior to retirement (or prior to the time you begin receiving benefit payments), if you wish. To do so, you will be required to sign a special form declining the option and, unless you elect the 75% or 100% J&S option with your Spouse as named Survivor, you will also be required to provide a specific waiver, signed by your Spouse and notarized.

***25%, 50%, 75% or 100% J&S Annuities:*** You may elect to have your retirement benefits paid in an optional form of payment that will provide you with a lifetime monthly payment, and which will then provide a lifetime benefit to your Spouse or any other person you designate at the time that payments begin, if your named Survivor survives you. You can elect to have the amount of the Survivor benefit total 25%, 50%, 75% or 100% of the monthly amount you had been receiving. If you elect a J&S form of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. The larger the survivor percentage you elect, the larger the reduction to your monthly payment will be. Likewise, your age and the age of your named Survivor when payments begin will affect the amount of the monthly payment.

***Deferred J&S Annuities:*** You may elect to combine a straight-life Annuity with a deferred J&S Annuity (25%, 50%, 75% or 100%), or to combine a 50% J&S Annuity with a deferred 75% or 100% J&S Annuity. This means that your benefits will begin as a straight-life Annuity or a 50% J&S, depending on which you select, and then, if you and your named Survivor are both alive on the date you selected (at the time you requested payment to begin) for conversion of your original

---

<sup>40</sup> Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

Annuity form to the deferred Annuity form, your benefits will convert to the 25%,<sup>41</sup> 50%, 75% or 100% J&S elected when payment began. If you elect one of these deferred J&S forms of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. Your age and that of your Survivor, whether you begin with a straight-life Annuity or a 50% J&S Annuity, the chosen conversion date, and the survivor percentage you choose will all affect the amount of the reduction.

**Special J&S Rules:** If you are considering electing a J&S form of payment, there are some special considerations you should bear in mind:

- You should be aware that if your Spouse or the person you designated dies after you have begun to receive your reduced J&S benefits, the benefits payable to you will not be increased, and you cannot designate a new Survivor. This is true even if your Spouse was your designated Survivor and you remarry after your Spouse's death- your new spouse will not be entitled to any survivor benefits.
- You should also be aware that if you do not have a J&S option in effect, no DRIP benefit will be payable to anyone after you die.
- If you become divorced after you have begun receiving your reduced J&S benefits with your Spouse as named Survivor, you will continue to receive your reduced benefits, and your former Spouse will remain entitled to receive the Survivor benefit if you die first. *This cannot be changed, regardless of the terms of your divorce decree.* If you remarry, your J&S election covering your prior Spouse will not carry over to your new Spouse, even if your prior Spouse has since died.
  - There is one exception to the usual rules that apply in the event of divorce. If you marry less than a year before you begin receiving a qualified J&S 50% Annuity, and then divorce after your benefits begin but before you have been married at least 364 days, your payment will be converted to a straight-life Annuity as of the date of the divorce. You will not be entitled to any increase in payments for the period during which the qualified joint and survivor Annuity form was in effect, but your benefit payments will be increased on a prospective basis to the amount that you are entitled to receive under the straight-life Annuity. This conversion to the straight-life form of payment is automatic; you cannot elect an alternative form of payment. If this affects you, inform the Kodak Pension Service Center promptly so that your payments can be adjusted.

---

<sup>41</sup> Available only if you started with a straight-life Annuity.



- If your named Survivor is not your Spouse and is more than 10 years younger than you, you may not be eligible to elect the 75% or 100% J&S forms of payment. The maximum survivor percentage permissible will be determined by federal law.

**Lump Sum Option:** If you qualify for a Lump Sum upon termination of employment and file a timely election under the rules applicable to DRIP Participants employed in 2014, as described above, you may be eligible to take your DRIP benefit in one Lump Sum payment when you retire or leave the Company. Your Lump Sum payment will be the present value of your retirement benefit calculated using the interest rate and life expectancy assumptions established by federal law based on your age at the time of the payment. If you elect this payment option, you will no longer be a DRIP Participant and, therefore, will no longer be eligible for or entitled to any DRIP benefits.

Please note that the law requires access to Lump Sums to be suspended if the Plan falls below legally required funding levels. As a general rule, required suspension is based on KRIP's funding level, determined using its adjusted funding target attainment percentage, or AFTAP. In particular, if KRIP's AFTAP is greater than or equal to 60% but less than 80%, the Plan can pay only up to 50% of a benefit as a Lump Sum for eligible Participants, and if the funding level is less than 60% (or less than 100% if the Company is in bankruptcy), the Plan can pay benefits only as permitted Annuities until the funding level is restored, when Lump Sums will again be available for eligible Participants. Also, if KRIP's AFTAP is less than 60%, benefit accruals cease (although this would not affect your DRIP benefit, since that was frozen as of June 20, 1994).

If you are eligible to elect a Lump Sum but you elect to receive all or part of your benefit as an Annuity during a period when KRIP cannot pay Lump Sums, you will have the opportunity to elect a Lump Sum if and when the restrictions end, and the payment will generally be determined as of your original payment effective date using the assumptions in effect at that time, and then adjusted primarily to reflect any Annuity payments received. If you could have elected a Lump Sum in the absence of the payment restrictions but you elected to defer payment of the portion of your benefit subject to the Lump Sum restriction to a later time, any Lump Sum you are eligible to elect on the later date will be determined using the assumptions in effect when payment is eventually elected.

***Additional Information About Lump Sum Payments:***

If you are married at the time you request a Lump Sum, you will be required to provide your Spouse's consent to waive the qualified J&S Annuity, signed by your Spouse and notarized.

If you elect the Lump Sum option and die before the effective date of your retirement payment, no Lump Sum payment will be made and pre-retirement



Survivor benefits, if any, will be payable as described in “Survivor Benefits- If You Die Before Retirement.”

### **Changes in Forms of Payment:**

You may change your form of payment before the effective date of your benefit payments by contacting the Kodak Pension Service Center. You cannot change your form of payment, or your Survivor under a J&S Annuity, once your elections have been processed, or on or after the effective date of your benefit payments.

### **Rehired Employees:**

If you are rehired by the Company after your payments have started, benefit payments will continue as scheduled.<sup>42</sup> If you are receiving an Annuity, then upon re-retirement (or, if earlier, the Participant's death), the early commencement reduction (if any) applicable to your benefit will be calculated taking into account your age and total service at the time of re-retirement (or death, as applicable). No adjustment will be due if you received payment in the form of a Lump Sum.

### **Missing Payees**

It is very important that you keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary(ies), as applicable, and respond promptly to communications from KRIP asking you to verify your address and/or notifying you of required payments. Failure to do so can have adverse economic consequences for you. For example:

- If you do not make a payment election by the time KRIP requires you to begin receiving benefits (i.e., your normal retirement date (the first day of the month after the date you turn 65), unless you are still employed by Kodak at that date), you generally will be defaulted into the normal form of payment for your marital status, even if you would have preferred another form.
- If payments cannot begin by the time required by federal law (generally, April 1 of the year after the year in which you have attained age 73<sup>43</sup> and terminated employment), you will normally be subject to a penalty tax.
- If you or your beneficiary/Survivor cannot be found when payment is due, payments will be suspended. No interest will be paid as a result of the suspension.
- Failure to cash a check may result in forfeiture of the check amount with only the right to have that check reissued upon request. Failure to cash a check

---

<sup>42</sup> Prior to June 1, 2018, Annuity benefits to a Participant who was rehired after commencing payments were subject to suspension.

<sup>43</sup> Age 70½, if you attained age 70½ prior to 2020, and age 72 if you were not yet 70½ as of December 31, 2019 but attained age 72 by December 31, 2022. The age is scheduled to increase to 75 in 2033.

does not excuse you from paying taxes in the year the check was originally issued.

## **Survivor Benefits – If You Die Before Retirement**

This section describes the benefits that may be available to your surviving Spouse with respect to your DRIP benefit if you die before you start your benefits. (See the previous section for descriptions of the types of Survivor benefits available after payments begin, and how to elect those benefits.)

### **Pre-Retirement Survivor Income Benefit**

If you die before commencing payment of your DRIP benefit and while you are employed by Kodak or one of its Subsidiaries, or within the first four months after being laid off, and you and your Spouse had been married for at least 364 days prior to your death, you are entitled to a Pre-Retirement Survivor Income Benefit. That benefit will be calculated using whichever of the following formulas provides a larger benefit:

- The monthly benefit payable is 20% of your monthly straight-life Annuity retirement benefit if you die before age 55, and 30% of your monthly straight-life Annuity retirement benefit if you die on or after age 55, subject to a 1% reduction in the benefit for each year after 10 that your Spouse is younger than you.
- The amount your Spouse would have received if you had retired with a qualified J&S 50% Annuity (using any applicable early commencement factor).

### **Pre-Retirement Spouse Benefit**

If you die after your employment with Kodak and its Subsidiaries terminates (or, if you are laid off, after the end of the fourth month after layoff) but before commencing payment of your DRIP benefit, you and your Spouse had been married for at least 364 days prior to your death, and you have Pre-Retirement Spouse Benefit (“PRSB”) coverage in effect, your Spouse will be entitled to a Survivor benefit. The PRSB is calculated by:

- calculating your DRIP benefit as of the day before you died (using any applicable early commencement factor);
- applying the reduction factors used to determine a 50% J&S Annuity (see “J&S Options” under the “Payment Options” section above); and
- if you die more than three months after you left the Company, applying a reduction of 1/24 of 1% for each full or partial month of coverage through

the date you die. (The first three months of coverage after termination are provided at no cost.)

In other words, your Spouse will receive 50% of the amount you would have received with respect to your DRIP benefit if you had elected a qualified J&S 50% Annuity with your Spouse as your named Survivor, adjusted based on the age you would have been and your Spouse's age when payments commence and any early retirement benefits for which you had qualified at the time of death, and adjusted to reflect the charge for PRSB coverage beginning with the fourth month after your employment terminates.

If you and your Spouse decide that he or she does not want PRSB when you terminate employment with the Company, **you must take the necessary steps to decline the benefit or it will be provided automatically**, in accordance with federal law. To do so, you must decline the coverage in writing and you must also provide a waiver of coverage, signed by your Spouse and notarized. (Contact the Kodak Pension Service Center for the necessary forms.) Remember, your retirement benefit will be reduced by 1/24 of 1% for each full or partial month the PRSB coverage was in effect- that is, each full or partial month that you were terminated from employment and had a qualifying Spouse and had not waived PRSB coverage with your Spouse's consent (excluding the first three months following your termination of employment, during which there is no charge for PRSB coverage). If you die while a coverage waiver is in effect, your Spouse will not be entitled to any benefits from KRIP with respect to your DRIP benefit.

At the time payments of your DRIP benefit (or associated PRSB payments) begin, you or your Spouse (as applicable) must provide any proof requested of periods during which you did not have a qualifying Spouse, or your benefit will be reduced by the PRSB charge for that period.

If you are not married when you leave the Company or if your Spouse does not qualify because you have not yet been married for 364 days, PRSB will not be available. However, if you subsequently become married (or if your Spouse subsequently qualifies because you are married a year or more) before you begin receiving your DRIP benefit, PRSB will become available automatically at that point. If you and your Spouse decide that he or she does not want PRSB coverage, you must take the proper steps to decline the benefit or charges will begin to accrue as soon as you have an eligible Spouse.

In other words, PRSB will become available automatically any time you are married and have an eligible Spouse, between the time you terminate employment and the time you start receiving your DRIP Benefit or your eligible Spouse begins receiving survivor benefit payments. Thus, if you are married, become single, and subsequently remarry, PRSB will automatically be available during each marriage after 364 days of marriage. During the times PRSB is available, you are paying part of the cost through a reduction in your eventual retirement benefit. **Therefore, if you do not want the benefit available to you and your Spouse, you must**

**decline it every time your marital status changes from single to married**, or a charge against your ultimate retirement benefit will continue to accrue. To decline PRSB, you should contact the Kodak Pension Service Center.

In a “married-divorced-remarried” scenario, for example, a charge will continue to be accrued during the periods in which you have been married for at least 364 days, and ultimately imposed against your retirement benefit, unless:

- you advise the Kodak Pension Service Center that you are divorced; and
- upon remarriage, you submit a spousal waiver to indicate that there is to be no coverage.

**Payment of Survivor Benefits:** If you die before your DRIP benefits begin, your eligible Spouse will be entitled to receive Survivor benefits as described above as of your normal retirement date, or if you had completed at least 10 years of total service before your death, your Spouse may elect to commence payments (subject to the applicable early commencement reduction) as of the first of any month on or after the date you would have attained age 55, but no later than your normal retirement date. If your Spouse dies before payments commence, no Survivor benefits will be payable.

The Survivor benefits will be paid to your eligible Spouse in the form of a monthly Annuity for your Spouse’s lifetime.

If the total value of the KRIP Survivor benefit payable to your Spouse is \$5,000 or less, your Spouse will be paid in the form of a Lump Sum as soon as practicable after your death.

## **Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification**

See the Cash Balance summary above for information on these topics.

**Plan Document Controls:** If there is a conflict between this benefit summary (or any oral or written statement from any person including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier or claims administrator or recordkeeper) and the plan document, the plan document will control. See the “General Plan Information” summary to find out how to get a copy of the plan document.

# **APPENDIX: STERLING DRUG INC. RETIREMENT PLAN FOR SALARIED EMPLOYEES**

## **Introduction**

The Sterling Drug Inc. Retirement Plan for Salaried Employees (the “Sterling Drug Plan”) merged into KRIP effective January 1, 1989. Benefits for a number of Participants have since been transferred to various purchasers of Sterling Drug’s former business, such as Sanofi, Reckitt & Coleman, and Bayer, and those Participants are no longer eligible to receive payment of Sterling Drug Plan benefits from KRIP. No one is eligible to earn additional Sterling Drug Plan benefits. This Appendix describes certain special provisions applicable to Sterling Drug Plan benefits that remained the responsibility of KRIP. All terms used herein are as defined in the plan document for KRIP or the Sterling Drug Plan (or its applicable predecessor plans), as appropriate.

## **Vesting**

At the time of the merger into KRIP, the Sterling Drug Plan applied a five-year vesting schedule, subject to full vesting for Participants employed as of their normal retirement age (in most cases, age 65). Employee contributions (required for participation prior to 1986) were always fully vested.

## **Calculation of Sterling Drug Plan Benefits**

The benefit formula applicable to Sterling Drug Plan Participants depended on a variety of factors, including the date of termination of employment, participation in predecessor plans, and whether the Participant had been required to make employee contributions. If you are entitled to a Sterling Drug Plan benefit, a benefit calculation is available from the Pension Service Center.

If your benefit calculation depends on the amount of your Social Security benefit, you have the right to provide documentation of your actual Social Security salary history, within a reasonable time after your termination of employment or the date you were provided with your pension election materials (you can obtain your salary history from the Social Security Administration). If you don’t provide your actual Social Security salary history, your benefit calculation will be based on KRIP’s estimate of your Social Security benefit, computed using assumptions determined in accordance with KRIP’s rules.

If you elect to commence your Sterling Drug Plan benefit prior to your normal retirement date, your benefit is subject to reduction. Generally speaking, for employees who terminated on or after January 1, 1989, no reduction will apply if your employment terminates on or after the date you reach age 62. If your employment terminates before age 62, the amount of the reduction will depend

on your date of termination, which division you worked for, and your age when benefits commence. More details are available from the Pension Service Center.

The amount of your benefit will also be subject to adjustment depending on the form of payment you elect.

Participants who became totally disabled while employed could qualify to earn service credit, depending on their circumstances. If this affected you, you can obtain more information from the Pension Service Center.

## Claims and Payment of Benefits

The following describes how Sterling Drug Plan benefit claims are processed and paid by the Plan. Further details, including important information about claims and appeals filing deadlines, are provided in the “Claims and Appeals Procedures” summary. You should review that summary, along with the information provided here, whenever you submit a claim for Plan benefits.

**Filing your Claim for Benefits:** You become eligible for payment of your Sterling Drug Plan benefits when you retire or otherwise terminate employment with Kodak and all Subsidiaries and have met the applicable age and service requirements for payment. Payment is also available on or after the April 1<sup>st</sup> of the year after the year you reached age 70½, even if you are still employed.

If you did not elect to start your benefit when your employment terminated, you can contact the Kodak Pension Service Center when you are ready to start payment.

**Qualified Domestic Relations Orders:** Sterling Drug Plan benefits may be distributed to an alternate payee pursuant to a Qualified Domestic Relations Order in accordance with the terms of the order. For information on permissible distribution timing, contact the Pension Service Center. A copy of KRIP’s procedures for the review and administration of Qualified Domestic Relations Orders is available free of charge upon request (contact the Kodak Pension Service Center).

**When You Elect Payment of Your Sterling Drug Plan Benefit:** Generally, your Sterling Drug Plan benefit cannot be paid until at least 30 days after you are provided with required disclosures about taking payment of your benefits. You may waive your right to review this information for 30 days and instead request that your Sterling Drug Plan benefits be paid as of the first of the month following your receipt of the information. Also, if you are first given the information less than 7 days prior to the first day of the month you want benefits to start, you may delay making your election or you may revoke your election until any time within the 7-day period that begins the day after the information is given to you, and payment won’t be issued before that period expires.

If you terminated employment with a vested benefit prior to January 1, 1989 and were not subsequently reemployed, your eligibility to commence payment prior to reaching your normal retirement age will be determined by the terms of the Sterling Drug Plan (or applicable predecessor plan) in effect when your employment terminated. If your employment terminated on or after January 1, 1989, you are eligible to commence payment when you attain age 55, although your benefit may be reduced if you opt to commence payments prior to your normal retirement date (generally, the first of the month on or after the date you attain age 65).

The date on which your Sterling Drug Plan payment election is effective, no matter which form of payment you choose, is always the first day of a month, although the actual issuance of a check or electronic payment may occur later in the month. Retroactive commencement is permitted in accordance with the rules set forth in the Plan document. Interest (other than in accordance with the terms of the Plan) or other investment return is not paid because of the timing of a payment, even if the payment's delay is the result of an administrative error.

Retirement benefits are payable the first day of the month after the latest of the following occurs:

- The end of a period beginning at least 30 days (but no more than 90 days) after you received the package of information about your Sterling Drug Plan benefit. This is required by IRS regulations but, as described above, the 30-day period can be waived.
- You have terminated employment (although payment can begin on or after the April 1<sup>st</sup> of the year after the year you attained age 70½, even if you have not terminated employment).
- You have properly completed and returned the Sterling Drug Plan election forms and elected a date to begin receiving your benefits.
  - *Please note that if you have reached your normal retirement date and terminated employment, you cannot delay payment by refusing to return your forms. If payments are required to begin and you do not file a payment election in good order by the stated deadline, you will normally be required to receive payment in the normal payment form (see below) for your marital status.*
  - Anyone whose total KRIP benefit was valued at equal to or less than KRIP's cash-out threshold in effect as of the date of termination of employment was required to receive payment in a lump sum, and will not be entitled to any further benefits.



If you die before the later of (i) your effective date of retirement or termination or (ii) the date your retirement benefits are first payable, benefits may be payable to your eligible Survivor(s) as described later in “Survivor Benefits.”

If you had made employee contributions to the Sterling Drug Plan prior to 1986, you could elect to receive a cash refund of those contributions, plus interest calculated in accordance with IRS rules, after you terminated employment. If you did so, no additional benefits were payable with respect to those contributions. If you did not elect a cash refund, your employee contributions, plus interest, were incorporated into your pension calculation.

**Recovery of Overpayments:** If all or some of the payments made under this Plan are paid in error, the Plan has the right to recover the amount overpaid from you, your beneficiaries, or your legal representatives, except as limited by law. Any overpayments from KRIP are subject to an equitable lien in favor of KRIP and are deemed to be held in trust for KRIP. If a dispute arises as to the proper payee of KRIP benefits, KRIPCO is authorized to make a decision among competing claimants or to file an interpleader action and pay the benefits into escrow pending a decision by the court, as it deems appropriate in light of the particular facts and circumstances.

## Payment Options

***Please note that your payment form and payment effective date, as well as the identity of any person named as a Survivor under a J&S Annuity (defined below), generally cannot be changed after payment begins.***

The following forms of payment are available for your Sterling Drug Plan benefit:

- Straight-life Annuity (normal form of payment for single participants)
- Qualified joint and survivor (J&S) 50% Annuity (normal form of payment for married participants)
  - If you and your Spouse had been married for at least a year when benefits commence and you were employed after attaining age 55 and qualified for early retirement under the provisions of the Sterling Drug Plan applicable to you, you may be entitled to an enhanced benefit as explained below
- J&S Annuity providing a survivor benefit equal to a specified percentage of your benefit
- Life and period certain Annuity
- Level income option
- Cash refund of employee contributions (if applicable)

These payment forms are described in greater detail below. In most cases, if you elect an optional form of payment, it will be “actuarially equivalent” to your Sterling Drug Plan benefit calculated as a straight-life Annuity.<sup>44</sup> The actuarially equivalent monthly payment amount for each type of Annuity is calculated using specified life expectancy assumptions for someone your age and the specified interest rate in effect under the Plan at the time payment commences, and adjusted to reflect any Survivor benefits you elect.

**Straight-Life Annuity:** If you are not married on the date your retirement benefits begin, your benefits are payable in the form of a straight-life Annuity. This is the “normal” form of payment in this situation. It means that the full amount of your monthly benefits will be paid to you throughout your lifetime, and no payments will be made to any Survivor after your death. (The one exception is if you had made employee contributions prior to 1986, had not elected a cash refund of those contributions, and die before receiving an amount equal to your contributions plus interest calculated in accordance with IRS rules; in that case, your named beneficiary will receive a refund of the not-yet-paid contributions plus interest amount.) You may decline this normal form of payment and select any of the optional payments described in this section for which you qualify.

**J&S Options:** When considering these J&S options, you should review the special rules applicable to them which are described under “Special J&S Rules.”

***Qualified Joint and Survivor Annuity (Qualified J&S):***

If you are married at the time your retirement benefits begin,<sup>45</sup> your benefits will be paid automatically as a qualified J&S Annuity, with a monthly benefit payable for your life and a Survivor benefit payable after your death to the person who is your Spouse at the time that payments begin, if that person survives you. If that person dies first, no payments will be made after your death (except if you had made employee contributions prior to 1986, had not elected a cash refund of those contributions, and die before receiving an amount equal to your contributions plus interest calculated in accordance with IRS rules; in that case, your named beneficiary will receive a refund of the not-yet-paid contributions plus interest amount).

If you and your Spouse had been married for at least a year when benefits commence and you were employed after attaining age 55 and qualified for early

---

<sup>44</sup> It is important to understand that the “actuarial equivalence” is based on average life expectancies and assumed interest rates. The actual amount you receive under an Annuity will ultimately depend on your actual life span and, for joint and survivor Annuities, the actual life span of your named Survivor. In the case of the enhanced qualified J&S Annuity for Participants who have been married for at least 12 months and whose employment terminates at or after attaining age 55 and qualifying for early retirement, the qualified J&S Annuity is more valuable (actuarially speaking) than the single life Annuity or other forms of payment. In the case of a cash refund of employee contributions, you receive the amount of your employee contributions plus interest calculated in accordance with IRS guidelines, and the amount of your remaining benefit will be calculated in accordance with the Plan and IRS rules. You can obtain details of your benefit calculation from the Pension Service Center.

<sup>45</sup> Your marital status will be determined under federal tax law. However, you are not considered to be married if you have a court order to the effect that you are legally separated or abandoned.

retirement under the provisions of the Sterling Drug Plan applicable to you, your lifetime benefit will be the same as you would have received under the straight-life Annuity, and your Spouse will receive a Survivor benefit equal in most cases to 45% of your unreduced benefit. (The Survivor benefit will be reduced if your Spouse is more than 10 years younger than you, but not below the amount your Spouse would receive if you had elected the 50% J&S Annuity with your Spouse as Survivor.)

If you do not qualify for the enhanced benefit described in the prior paragraph, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your Spouse, as well as yourself, and your Spouse will receive a Survivor benefit after your death equal to 50% of your reduced benefit, if he or she survives you. The amount of the reduction depends on your age and the age of your Spouse when payments begin.

#### **IMPORTANT!**

The qualified J&S Annuity option described above is required under federal law to be the normal form of payment for a married Participant. However, you may decline this option prior to retirement (or prior to the time you begin receiving benefit payments), if you wish. To do so, you will be required to sign a special form declining the option and you will also be required to provide a specific waiver, signed by your Spouse and notarized.

**Optional J&S Annuities:** You may elect to have your retirement benefits paid in an optional form of payment that will provide you with a lifetime monthly payment, and which will then provide a lifetime benefit to your Spouse or any other person you designate at the time that payments begin, if your named Survivor survives you. You can elect to have the amount of the Survivor benefit total 50%, 60%, 70%, 75%, 80%, 90% or 100% of the monthly amount you had been receiving. If you elect a J&S form of payment, your monthly payment amount will be less than your monthly payment under the straight-life Annuity because benefits will be payable over the lifetime of your named Survivor, as well as yourself. The larger the survivor percentage you elect, the larger the reduction to your monthly payment will be. Likewise, your age and the age of your named Survivor when payments begin will affect the amount of the monthly payment.

**Special J&S Rules:** If you are considering electing a J&S form of payment, there are some special considerations you should bear in mind:

- You should be aware that if your Spouse or the person you designated dies after you have begun to receive your reduced J&S benefits, the benefits payable to you will not be increased, and you cannot designate a new Survivor. This is true even if your Spouse was your designated Survivor and you remarry after your Spouse's death- your new spouse will not be

entitled to any survivor benefits. (This is different from the rule for the life and period certain option described below.)

- If you become divorced after you have begun receiving your reduced J&S benefits with your Spouse as named Survivor, you will continue to receive your benefits in the same amount as you were receiving prior to your divorce, and your former Spouse will remain entitled to receive the Survivor benefit if you die first. *This cannot be changed, regardless of the terms of your divorce decree.* If you remarry, your J&S election covering your prior Spouse will not carry over to your new Spouse, even if your prior Spouse has since died.
- If your named Survivor is not your Spouse and is more than 10 years younger than you, you may not be eligible to elect a form or payment that provides more than a 50% Survivor benefit. The maximum survivor percentage permissible will be determined by federal law.

**Life and Period Certain Annuity:** If you elect a life and period certain Annuity, you will receive payments for your lifetime, and benefits will continue after your death if necessary to ensure that the minimum number of monthly payments you elected has been made. You can elect whether to provide for a minimum of 60 months (five years) or 120 months (10 years) of payments. If you die after receiving at least the minimum number of monthly payments, no additional payments will be made after your death. If you die before you receive the minimum number of monthly payments, payments will continue after your death to your named Survivor(s) for as long as that person lives or until the total payments made to you and your named Survivor(s), combined, equal at least the minimum number of payments.

- Because KRIP guarantees to make at least the minimum number of monthly payments, the amount of each monthly payment will be less than you would receive under a single-life Annuity. Your benefit will be smaller if you elect 120 guaranteed payments than if you elect 60.
- If your named Survivor dies after payments begin to the named Survivor but before the minimum number of payments are made, the present value of the remaining unpaid payments will be paid to your surviving widow or widower, if any, and if none to your surviving children, and if none to your surviving parents, and if none to your surviving siblings, and if none to your Survivor's estate.
- If you die without a living named Survivor and before receiving the minimum number of payments, the present value of the remaining payments will be made to your surviving widow or widower, if any, and if none to your surviving children, and if none to your surviving parents, and if none to your surviving siblings, and if none to your estate.

You can designate anyone you want as your Survivor and you can change your Survivor after payments begin, but if you are married, you must have your Spouse's consent to choose this form of payment or to name or change your Survivor. For this purpose, your "Spouse" is the person to whom you are married when payments begin, even if you are divorced when you want to make a change. If your Spouse dies, you can make future changes without spousal consent.

You can designate more than one Survivor, in which case, Survivor benefit payments will be divided based on the percentages you provide on your beneficiary designation form.

**Level Income Option:** If you qualified for early retirement and retire prior to your 62<sup>nd</sup> birthday, you can elect to receive a larger payment prior to your 62<sup>nd</sup> birthday and a smaller payment or no payment on and after your 62<sup>nd</sup> birthday, calculated so that the total you receive from KRIP prior to age 62 and from KRIP plus Social Security on and after age 62 will provide you with an approximately level amount of retirement income before and after age 62.

**Cash Refund Option for Pre-1986 Employee Contributions:** If you made employee contributions prior to 1986, you could elect to receive a refund of those contributions (plus interest calculated in accordance with IRS rules) in lieu of having them incorporated into your pension benefit, if you filed your refund request within 90 days of notification. Your Spouse's consent was required in order for you to elect this option. Please note that the law requires access to refunds to be suspended if the Plan falls below legally required funding levels. If you elect a refund, you will not receive any further benefits with respect to the refunded contributions.

### **Changes in Forms of Payment:**

You may change your form of payment before the effective date of your benefit payments by contacting the Kodak Pension Service Center. You cannot change your form of payment, or your Survivor under a J&S Annuity, once your elections have been processed, or on or after the effective date of your benefit payments.

### **Rehired Employees:**

If you are rehired by the Company after your payments have started, benefit payments may be subject to suspension. You will be notified if you are affected.

### **Missing Payees**

It is very important that you keep KRIP informed of your address and that of your named Survivor or pre-retirement beneficiary(ies), as applicable, and respond promptly to communications from KRIP asking you to verify your address and/or notifying you of required payments. Failure to do so can have adverse economic consequences for you. For example:

- If you do not make a payment election by the time KRIP requires you to begin receiving benefits (i.e., your normal retirement date (the first day of the month on or after the date you turn 65, unless you are still employed by Kodak at that date), you generally will be defaulted into the normal form of payment for your marital status, even if you would have preferred another form.
- If payments cannot begin by the time required by federal law (generally, April 1 of the year after the year in which you have attained age 73<sup>46</sup> and terminated employment), you will normally be subject to a penalty tax.
- If you or your beneficiary/Survivor cannot be found when payment is due, payments will be suspended. No interest will be paid as a result of the suspension.
- Failure to cash a check may result in forfeiture of the check amount with only the right to have that check reissued upon request. Failure to cash a check does not excuse you from paying taxes in the year the check was originally issued.

## Survivor Benefits – If You Die Before Retirement

This section describes the benefits that may be available to your surviving Spouse or other Survivor with respect to your Sterling Drug Plan benefit if you die before you start your benefits. (See the previous section for descriptions of the types of Survivor benefits available after payments begin, and how to elect those benefits.)

If you and your Spouse have been married for at least a year, your Spouse will be entitled to a Survivor benefit based on your vested Sterling Drug Plan benefit.

If you are not married when you leave the Company or if your Spouse does not qualify because you have not yet been married for at least a year, there generally will not be any Survivor benefits payable from KRIP. However:

- If you die after you had qualified for early or normal retirement but before your pension commences, and you had a dependent parent at the time of your death, whom you have designated as your sole beneficiary under the Sterling Drug Plan, your dependent parent will receive a Survivor benefit.
- If you made employee contributions prior to 1986 and had not previously elected a cash refund of those contributions, your surviving Spouse or other Survivor will receive a refund of those contributions, plus interest calculated in accordance with IRS rules. If you are married, you must have your Spouse's consent to name a Survivor other than your Spouse.

---

<sup>46</sup> Age 70½, if you attained age 70½ prior to 2020, and age 72 if you were not yet 70½ as of December 31, 2019 but attained age 72 by December 31, 2022. The age is scheduled to increase to 75 in 2033.



**Payment of Survivor Benefits:** If you die before your Sterling Drug Plan benefits begin and a Survivor benefit is payable, payments may commence as follows:

- Your eligible Spouse will receive a lifetime benefit that in most cases will be equal to 50% of the benefit you would have received if you had elected a J&S Annuity option with your Spouse as Survivor, although an enhanced benefit was available in some cases to Participants who died while employed. Your Spouse can elect to commence payments prior to your normal retirement date and on or after the first of the month after you attain age 55 (or the date of your death, if later). Unless you die while you are employed by Kodak or its Subsidiaries, commencement prior to your normal retirement date is subject to reduction for early commencement. If your Spouse dies before payments commence, no Survivor benefits will be payable (other than, if applicable, a refund of employee contributions plus interest).
- If you have a dependent parent entitled to a Survivor benefit, a 50% Survivor benefit will commence after your death and continue for your dependent parent's lifetime. Unless you die while you are employed by Kodak or its Subsidiaries, commencement prior to your normal retirement date is subject to reduction for early commencement.

If the total value of the Sterling Drug Plan Survivor benefit payable to your Spouse or other Survivor is \$3,500 or less, payment will be made in the form of a Lump Sum as soon as practicable after your death.

## **Taxes, Benefit Limitations, Plan Modification and Termination, and Plan Identification**

See the Cash Balance summary above for information on these topics.

**Plan Document Controls:** If there is a conflict between this benefit summary (or any oral or written statement from any person including, without limitation, officers and Employees of Kodak, a Kodak subsidiary or agent, an insurance carrier or claims administrator or recordkeeper) and the plan document, the plan document will control. See the "General Plan Information" summary to find out how to get a copy of the plan document.

# KRIP CLAIMS AND APPEALS PROCEDURES

## Introduction

This summary describes the administrative procedures used to file and process claims and appeals pertaining to the Kodak Retirement Income Plan (KRIP). You must follow these administrative procedures before you can bring a lawsuit to challenge a decision or action taken with respect to KRIP (including, without limitation, a claim denial, a plan procedural rule or a plan amendment).

The Kodak Retirement Income Plan Committee (“KRIPCO”), as plan administrator of KRIP, has decision-making authority with respect to KRIP’s claims and appeals. KRIPCO’s authority is fully discretionary in all matters related to the discharge of its responsibilities and the exercise of its authority under KRIP including, without limitation, KRIPCO’s construction of the terms of the Plan, KRIPCO’s determination of eligibility for coverage or benefits, KRIPCO’s interpretation and application of legal requirements and precedents, and whether or not to compel binding or non-binding arbitration or mediation. KRIPCO has the authority to delegate its authority to a claims administrator or another person or entity. In this summary, the term “claims reviewer” is used to refer to KRIPCO or any other person or entity with decision-making authority with respect to KRIP claims and appeals.

It is the intent of KRIP that KRIPCO’s decisions (or decisions by the party to whom the decision-making authority was delegated), and that person or entity’s actions with respect to KRIP, will be conclusive and binding upon all persons having or claiming to have any right or interest in or under KRIP, and that no such decision or action will be modified by a court unless such decision or action is proven to be arbitrary or capricious.

You can write to KRIPCO at Kodak Retirement Income Plan Committee c/o VP, Human Resources, Eastman Kodak Company, 343 State Street, Rochester, New York 14650-0901 (telephone number: 585-724-4800).

## Filing Claims

A claimant must follow the claims procedure in order to receive benefits or challenge any aspect of KRIP or KRIP administration. In this summary, the “claimant” may be an employee or former employee, the beneficiary of a deceased employee or former employee, or an alternate payee under a Qualified Domestic Relations Order, or some person claiming to be one of the foregoing. In order to keep this summary as easy to read as possible, this summary generally uses the words “you” and “your” to refer to the claimant. All such references extend to Participants, beneficiaries, alternate payees, and any other claimants, regardless of who is actually reading this summary or filing the claim.

**Steps to Take:** If you have a claim, you should first review “Claims and Payment of Benefits” above and determine whether the instructions provided in that section will enable you to access your benefits without the need for a formal claim. If you cannot access the full amount you believe to be due at the time you believe payment should be available or if you have another type of claim involving KRIP (e.g., an objection to a plan amendment), take the following steps to file a claim: *Initial Claim*:

1. Identify the type of claim involved (see “Type of Claim”).
2. Identify the deadline for filing your claim (see “Deadlines for Filing Claims”).
3. File the claim with KRIPCO at the address above by the deadline, following the procedures set forth in this section.
4. If your claim is approved, KRIP will take action to pay or otherwise resolve your claim (depending on the type of claim involved and the action your claim requested).
5. If your claim is denied, review the explanation provided by the claims reviewer and decide whether you are satisfied with the reasons for the denial or whether you wish to appeal. If you are dissatisfied with the decision, you should take the following steps:

*Appeals:*

1. If you decide to appeal a denied claim, determine when, where and how to file your appeal (see “Appeals”).
2. File your appeal by the deadline, following the procedures set forth in this section (see “How to File an Appeal”).
3. If your appeal is approved, KRIP will take action to pay or otherwise resolve your claim (depending on the type of claim involved and the action your claim requested).
4. If your appeal is denied, review the explanation provided by the claims reviewer and decide whether you are satisfied with the reasons for the denial or whether you wish to file a lawsuit (or pursue other methods of dispute resolution, if available or required under the Plan).
5. If you decide to file a lawsuit, file your lawsuit by the deadline in the Federal Court for the Western District of New York in Rochester, New York, by the deadline (see “Limits on Legal Actions”).

These steps are just a summary. They are explained at greater length in the following pages. You should review this entire section carefully.

**Type of Claim:** Claims under KRIP fall into one of two categories: “Routine Claims for Payment of Benefits” and “Other Claims.”

A “*Routine Claim for Payment of Benefits*” is a claim that asserts that you are entitled to receive a specific payment under the terms of KRIP.

**Example:** You are a Participant in KRIP and you want to receive an in-service withdrawal, but you have been informed that you do not meet the applicable requirements. *You believe that your request should qualify. You can file a Routine Claim for Payment of Benefits. If the claims reviewer agrees that your claim qualifies, KRIP will pay the claim.*

All claims that are not Routine Claims for Payment of Benefits (including, without limitation, claims about eligibility for plan coverage or the reduction or elimination of plan coverage or company contributions) are “*Other Claims*.”

**Example:** *You are a Participant in KRIP. Kodak amends KRIP to change the payment options available for benefits earned in the future. You want to file a claim objecting to the new rules. This is not a claim for a specific payment due to you or your beneficiary under the terms of KRIP. Therefore, this is an “Other Claim.”*

**Deadlines for Filing Claims:** The amount of time that you have to file a claim may depend on the type of benefit and whether your claim is a “Routine Claim for Payment of Benefits” or an “Other Claim,” as described below:<sup>47</sup>

Plan Name	Routine Claims for Payment of Benefits	Other Claims
Kodak Retirement Income Plan	Within one year from the earlier of (1) the date you become eligible for a plan distribution (whether or not you elect to receive one) or (2) the date you know or should have known that there is an issue, dispute, problem or other claim with respect to your benefit.	Within 60 days from the date you know or should have known that there is an issue, dispute, problem or other claim with respect to the Plan.

If your claim involves a plan change or amendment, you are deemed to know about your claim as it relates to the change or amendment when the change or amendment is first communicated to KRIP Participants, whether or not the change or amendment has taken effect by that date. The 60-day period for filing a claim regarding a plan change or amendment starts to run as of the date the change or amendment is first communicated to KRIP Participants.

**Use of Authorized Representatives:** You can designate, by means of a power of attorney, an authorized representative to act on your behalf in connection with the submission or processing of KRIP claims. A court-appointed legal guardian or custodian may also be appointed to act as the authorized representative on your

---

<sup>47</sup> *Deadlines will be extended to the extent required by Department of Labor rules during the COVID-19 pandemic. The Department of Labor currently requires the Plan to disregard the period from March 1, 2020 until 60 days after the announced end of the COVID-19 national emergency (with a maximum extension of one year) when calculating deadlines for filing claims.*

behalf. Your parents or legal guardian will automatically be considered your authorized representative if you are a minor under applicable state law, and to the extent permitted or required by state or other law.

In the absence of a power of attorney, court-appointed designation or automatic designation as discussed above, an individual will not be permitted or authorized to act on your behalf. For example, a Participant will not be permitted to act on behalf of his or her Spouse without a valid power of attorney or a court-appointed designation.

If you are deceased, your estate or a person with appropriate legal authority may act on your behalf.

Written designation of an authorized representative is necessary to protect against disclosure of information about you to unauthorized persons or entities. When you have an authorized representative, all notices and other communications pertaining to your claim will be furnished to the authorized representative only, unless you make a written request to the claims reviewer that a copy of all notices and other communications be sent to you.

## **Initial Claims Determinations**

When you initially file a claim, be sure to file all of the arguments and evidence that you would like the reviewer to consider. Although you will be able to file additional arguments and evidence in support of your claim on appeal if your initial claim is denied, it is obviously in your best interest to give the reviewer all of the arguments and information necessary to approve your claim initially so that you do not need to file an appeal.

If you have questions about any notice you receive regarding the approval, denial, payment or non-payment of your claim, you should contact the claims reviewer, since there may be a simple solution to your problem. However, if you cannot resolve your questions through this informal process and wish to appeal, you must file your formal appeal by the deadline described below, even if you have previously discussed your questions informally with the claims reviewer. Therefore, keeping track of deadlines is very important.

**Processing Initial Claims:** Claims will be processed according to the following rules:

The claims reviewer has to make a decision whether to approve or deny the claim within a reasonable period of time. Generally, the claims reviewer will make the initial determination within 90 days of the reviewer's receipt of the claim. In special situations, an extension for an additional 90 days may be required to process the claim. In such a case, the claims reviewer will provide you with written notice of the extension within the original 90-day period, explaining the reason for the delay and the date by which you can expect a decision.

If your claim is approved by the claims reviewer, payment of the claim will be made as described under the “Claims and Payment of Benefits” or “Survivor Benefits” (as applicable) sections of this Summary Plan Description.

If your claim is denied by the claims reviewer, you will receive written or electronic notification from the claims reviewer of the specific reason or reasons for the denial. The notice will also include specific reference to applicable Plan provisions on which the denial was based, a description of any additional information needed to complete the claim with an explanation of why it is necessary, instructions to be followed if you wish to appeal the denial, and a statement about your right to bring a civil lawsuit under ERISA following the appeal. The denial notice will be mailed within 90 days of the claim’s filing unless the 90-day processing extension applied to the claim. In that case, the denial notice will be mailed within 180 days of the claim’s filing.

If you do not receive notice of a decision or an extension notice within 90 days of filing your claim, you must assume that your claim has been denied. If you receive an extension notice, but you do not receive notice of a decision within 180 days of filing a claim, you must assume that the claim has been denied.

## Appeals

**How to File an Appeal:** If the claims reviewer denies your claim, or if the claims reviewer approves your claim but, in the case of a Routine Claim for Payment of Benefits, you are not satisfied with the payment promised or made, or in the case of an Other Claim, you are not satisfied with the action KRIPCO then takes to

### **IMPORTANT!**

A “claim” includes the issues and arguments you raised in your initial claim and all related issues and arguments, including any claim that the claims reviewer or any other plan representative is operating under a conflict of interest. You are free to make new arguments and provide additional evidence in support of your claim when you appeal, but if you do not appeal properly and on time, your claim cannot be raised in subsequent litigation. You cannot avoid this rule by filing a new initial claim on the same subject with different arguments.

resolve your claim, you should contact the claims reviewer. The claims reviewer may be able to answer questions or otherwise satisfy your concerns about the handling of the denied claim. *If you remain dissatisfied and wish to appeal your claim denial, you must write a letter (as described below) to the claims reviewer within 60 days following your receipt of the claim’s denial notice (or within 60 days of the date the claim is assumed to be denied).*<sup>48</sup>

---

<sup>48</sup> *Deadlines will be extended to the extent required by Department of Labor rules during the COVID-19 pandemic. The Department of Labor currently requires the Plan to disregard the period from March 1, 2020 until 60 days after the announced end of the COVID-19 national emergency (with a maximum extension of one year) when calculating deadlines for filing claims.*

Unless you are specifically provided with contrary instructions, no form of communication other than a letter (for example, telephone or e-mail) will constitute an appeal. If you do not file your appeal by the deadline in an appropriate format, your claim will expire and the claim denial or assumed denial will be FINAL. You will not be able to pursue an appeal or a lawsuit in connection with that claim.

Your appeal letter must be in the form directed by the claims reviewer, and must include all information required by the claims reviewer as well as the reasons why you believe the claim was improperly denied, and any other data, questions or comments you deem appropriate. Contact the claims reviewer with any questions you may have about how to file an appeal and what information to include. Remember, it is very important for you to make all arguments you believe you have in support of your claim on appeal, and to provide any supporting documentation or other data. The claims reviewer will conduct a full and fair review and will try to make a fair decision, but he or she cannot review arguments or evidence not filed, so it is in your interest to present your best possible case. Also, any arguments not made and evidence not filed on appeal **CANNOT BE RAISED** in subsequent litigation.

Please keep in mind that while the claims reviewer can assist you with questions about these procedures, the claims reviewer cannot provide you with legal advice. You are solely responsible for preparing your own appeal and for making sure that it includes all necessary information. You may want to consult with your attorney about your appeal.

When you appeal a denied claim, you have the right to file written comments, documents, records and other information relating to the denied claim. You also can access or obtain copies of any documents, records and other information relevant to the denied claim upon request and without charge (subject to applicable privilege rules). Finally, if you believe that the claims reviewer who reviewed your initial claim, and/or the claims reviewer to whom your claim has been assigned on appeal, is acting under a conflict of interest, your appeal letter must say so. If you do not object to any perceived conflicts on appeal, you will be considered to have agreed that the claims reviewer does not have a conflict of interest, and you cannot raise this issue in a lawsuit.

## **Processing of Appeals:**

The claims reviewer authorized to review your appeal<sup>49</sup> has to make a decision whether to approve or deny the appeal within a reasonable period of time, not to exceed 60 days following the date on which the reviewer receives the written appeal. In special circumstances, however, an extension for an additional 60 days may be required for processing an appeal. In such a case, written notice of the

---

<sup>49</sup> At present, the VP, Human Resources has been authorized to review appeals of claims denials on behalf of KRIPCO.



extension will be furnished to you within the original 60-day period, explaining the reason for the delay and the date by which you can expect a decision.

In making a decision, the claims reviewer will take into account all information filed by you that relates to your denied claim without regard to whether the information was filed or considered when the initial claim determination was made. You will receive written or electronic notice of the claims reviewer's decision regarding the appeal. If the decision upholds the initial claim denial (that is, if your claim is denied on appeal), the notice will include:

- the specific reason(s) for the adverse determination;
- specific references to the pertinent Plan provisions on which the decision is based;
- a statement that you are entitled to receive, upon request and without charge, reasonable access to and copies of all documents, records and other information relevant to the denied claim;
- a statement describing any voluntary appeal procedures offered by the Plan and how to obtain information about those procedures; and
- a statement about your right to start a civil lawsuit under ERISA.

If you do not receive notice of the decision regarding your appeal within the applicable review period (60 days, or 120 days if an extension applies), you must assume that the appeal has been denied.

## **Limits on Legal Actions**

If your claim is denied on appeal and you are not satisfied with the claims reviewer's decision, you may contact the claims reviewer and attempt to resolve your concerns informally. However, if you do not wish to do so, or if the claims reviewer cannot resolve your concerns to your satisfaction, you generally may file a lawsuit under ERISA, provided you comply with the deadlines for filing a lawsuit described in this section. As an alternative to litigation in court, KRIPCO retains the right to compel binding or non-binding arbitration or mediation.

If you want to file suit, you must do so by the earlier of:

1. The date that is 90 days after the date that your claim is denied on appeal; or
2. The date that is 90 days from the date a cause of action accrued. A cause of action "accrues" when you know or should know that a representative of KRIP or Kodak as plan sponsor (whichever is applicable) has clearly denied or otherwise repudiated your claim. However, if you file a timely initial claim with KRIPCO or its designee, and complete the claims and appeals process, the deadline for filing a lawsuit will always be 90 days from the date that your claim was denied on appeal, and you will not

need to worry about this special rule for when a cause of action accrues. (Of course, if you do not file a timely initial claim and complete the claims and appeals process, you generally cannot file a lawsuit in any event.)

**Example:** *Kodak amends KRIP to change the payment options available for benefits earned in the future. Kodak has clearly repudiated or denied your right to payment under KRIP's prior terms, and the 90-day time period for filing a lawsuit will begin to run when the amendment is first communicated to KRIP Participants.*

*However, if you file a claim with KRIPCO or its designee within 60 days of the date the amendment is communicated to KRIP Participants, and you follow the appeal procedure if your claim is denied by the claims reviewer, then the deadline for you to file a lawsuit about the amendment will be 90 days from the date KRIPCO or its designee denies your claim on appeal. If you do not file a claim within 60 days of the date the amendment is communicated, the deadline for filing a lawsuit will expire on the 90th day after the amendment is communicated, and KRIPCO/Kodak will ask the court to dismiss your lawsuit due to your failure to follow the claims and appeals procedure even if you file your lawsuit by the deadline.*

If the applicable 90-day deadline for filing a lawsuit described above is, for any reason, not applied by a court, then the deadline for filing the suit will be no longer than one year from the earlier of the date the claim was denied on appeal or the date the cause of action accrued.<sup>50</sup> As explained above, the date the cause of action accrues is the date your claim is denied or repudiated by Kodak or a KRIP representative. For example, a cause of action relating to a plan amendment accrues when the amendment is communicated to KRIP participants.

**IF YOU DO NOT FILE SUIT BY THE APPLICABLE DEADLINE, YOUR CLAIM WILL EXPIRE AND YOU WILL NEVER BE ABLE TO PROCEED WITH A LAWSUIT IN CONNECTION WITH THAT CLAIM OR A RELATED CLAIM.**

As described above, you are required to follow the procedures described in this section for KRIP claims and appeals. However, the deadlines for filing a lawsuit apply regardless of whether you follow the procedures. For example, the period for filing a lawsuit involving a plan change or amendment starts to run as of the date the change or amendment is first communicated to plan participants even if you do not file a claim.

All lawsuits against or involving KRIP must be filed in the Federal Court for the Western District of New York located in Rochester, New York, unless KRIPCO agrees to a different forum.

**Attorney's Fees:** If you file a lawsuit and the court or arbitrator rules against your claim, you will be responsible for the attorney's fees and other expenses incurred by KRIP, its fiduciaries, Kodak and other related parties in defending against your action, unless otherwise agreed to by KRIPCO or otherwise ordered by the court

---

<sup>50</sup> This is the deadline determined under Del. Code Ann. tit. 10 Section 8111.

or arbitrator. If you file a lawsuit and the court rules in your favor, KRIP, its fiduciaries, Kodak and other related parties will not be responsible for your attorney's fees and other expenses unless otherwise ordered by the court or arbitrator. KRIP, its fiduciaries, Kodak and other related parties will not be liable to pay attorney's fees based on the amount of recovery you and/or plan participants in general receive in a lawsuit (these kinds of fees are commonly referred to as "contingency fees").

If your lawsuit is successful, KRIP, its representatives and fiduciaries, Kodak, and related parties will not be liable for extracontractual or punitive damages, and will only be liable for pre-judgment interest if ordered by a court or arbitrator. You will not be entitled to benefits in excess of those promised by the terms of the written plan document, regardless of what oral or written statements may have been made to you.

# GLOSSARY OF TERMS

**AFFILIATE OR AFFILIATED COMPANY** means any business (including subsidiaries and joint ventures) in which Kodak has at least a 50% ownership interest.

**CASH BALANCE** means the retirement benefits provided under KRIP's Cash Balance option (as opposed to KRIP's traditional retirement income option).

**CASH BALANCE ACCOUNT** means an account comprised of an Employee's Cash Balance benefit under KRIP. Because no assets are set aside specifically for any Participant's Cash Balance benefit, these accounts are for recordkeeping purposes only and Participants have no control over them.

**CASH BALANCE PARTICIPANT** means an Employee who has a Cash Balance Account or who had a Cash Balance Account while an active Employee.

**COMPANY** means Kodak and its Subsidiaries.

**CONTINUOUS OR ADJUSTED SERVICE** means all of an Employee's service with Kodak, including adjustments for any breaks in service.

**COOPERATIVE INTERN** means an Employee who is a college student pursuing studies of interest to the Company and who generally works a full-time schedule on an alternate work/school block basis.

**DEPENDENT** means, with respect to a particular benefit plan, an Employee's Spouse or Domestic Partner and/or Dependent Children who are identified in the plan's benefit summary as being eligible for plan coverage.

**DOMESTIC PARTNER** means a person of the same or opposite sex in a spouse-like relationship with an Employee if the person and the Employee have (1) registered as domestic partners under applicable law and submitted acceptable proof of registration to Kodak; or (2) filed an Affidavit of Domestic Partnership with Kodak and have met all of the following requirements for at least the last 12 months:

- intend to remain each other's domestic partner indefinitely;
- reside together in the same permanent residence;
- are emotionally committed to one another and are jointly responsible for the common welfare and financial obligations of the household, or the domestic partner is chiefly dependent upon the Participant for care and financial assistance;

- are not legally married to anyone else and are not the domestic partner of anyone else;
- are not related by blood closer than would bar marriage under applicable law; and
- are both at least 18 years of age and mentally competent to enter into a legal contract.

**EMPLOYEE** means, with respect to a particular benefit plan, any person who is reported on the U.S. payroll records of a Participating Company and who is compensated for services by hourly wage or salary. The term “Employee” used by a benefit plan may also (1) include certain persons employed outside of the United States as determined by the plan administrator of that benefit plan, and/or (2) include or exclude certain other persons described in the plan document but not in this definition.

The term “Employee” does not include persons considered by the Company to be a “leased employee” or “special employee.” Leased employees and special employees include, but are not limited to, independent contractors, persons performing services pursuant to contracts under which such persons are designated independent contractors or special employees (including any persons paid via company purchase orders), and persons employed by any employer other than a Participating Company, regardless of whether such persons might be or are deemed to be common law employees of the employer by a court or governmental agency.

**ERISA** means the Employee Retirement Income Security Act.

**EXCEL** means the Executive Compensation for Excellence and Leadership Plan.

**GLOBAL VARIABLE PAY** means the amount received by a Participant under Kodak’s Global Variable Pay program. The Plan provides an opportunity to earn payouts based on Company, Segment (WW Business Unit) and individual performance.

**IRA** means an individual retirement account to which taxable and non-taxable contributions up to a specified limit can be made by an individual.

**IRS** means the Internal Revenue Service.

**KODAK** means Eastman Kodak Company.

**KRIP** means the Kodak Retirement Income Plan.

**LUMP SUM** means a one-time payment made to a Participant or beneficiary under KRIP or SIP.

**PARTICIPANT** means, with respect to a particular benefit plan, an Employee, or Employee with coverage under that plan as a result of the person's employment.

**PARTICIPATING COMPANY or PARTICIPATING COMPANIES** means Kodak and any of its subsidiaries or other affiliates participating in a plan. Unless this term is otherwise defined in a plan's benefit summary, there are no participating subsidiaries or affiliates.

**PLAN ADMINISTRATOR** means the person appointed by the Kodak Board of Directors or an authorized officer of Kodak, or named by the plan document, to control and manage the operation and administration of a plan. The plan administrator for a particular plan is identified in the "Plan Information" portion of the plan's benefit summary.

**PLAN YEAR** means the 12-month period used by an individual benefit plan for purposes of keeping its financial and tax records. Each benefit plan sponsored by Kodak uses the calendar year as its plan year, unless otherwise noted in the benefit summary pertaining to that plan.

**QUALIFIED DOMESTIC RELATIONS ORDER or QDRO** means a court order that meets certain conditions and requires that all or a portion of your benefit under KRIP and/or SIP be paid to your Spouse, former Spouse, child or other dependent. A copy of the procedures used by the plan for determining when an order constitutes a QDRO can be obtained, without charge, by contacting the Kodak Retirement Service Center. QDROs do not pertain to Domestic Partners unless the Domestic Partner qualifies as a legal tax dependent.

**REGULAR EMPLOYEE** means an Employee who does not fall into another employment classification (i.e., someone who is not a Cooperative Intern or Special Program Employee or otherwise specially classified).

**RETIREE** means an Employee terminating employment with the Company when he or she is Retirement Eligible or an LTD Recipient terminating his or her LTD benefits who was Retirement Eligible on his or her LTD benefit approval date.

**RETIREMENT ELIGIBLE** means an Employee who satisfies any of the following criteria:

- he or she is at least age 65; or
- he or she is at least age 55 with 10 years of total service; or
- he or she had a total of 75 points in age and total service as of December 31, 1995.

**SALARY CONTRIBUTION** means the amount your pay is reduced before-tax, or the amount deducted from your pay after taxes, to cover your share of the coverage cost of your election. Salary contributions will be made through before-tax reductions only where legally allowed.

**SERVICE** is defined in this glossary under “Continuous or Adjusted Service.”

**SIP** means the Eastman Kodak Employees’ Savings and Investment Plan.

**SPECIAL PROGRAM EMPLOYEE** means an Employee classified as a “high school co-op,” “high school intern,” “general summer employee,” “PRIS2M,” or “teacher intern.”

**SPOUSE** means the person to whom the Participant is married under the applicable law of the state in which the marriage was celebrated.

**SUBSIDIARY** means any business in which Kodak has at least an 80% ownership interest.

**TRADITIONAL KRIP** means the pre-2015 retirement benefit under KRIP that is calculated using an Employee’s age, length of service and salary at the time he or she retires or leaves the Company. This benefit was frozen effective December 31, 2014.