
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 6)*

EASTMAN KODAK COMPANY
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

277461406
(CUSIP Number)

Eric M. Albert
BlueMountain Capital Management, LLC
280 Park Avenue, 12th Floor
New York, New York 10017
212-905-5647

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 23, 2017
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS BlueMountain Capital Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 511,358 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 511,358 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 511,358 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.2% (2)	
14	TYPE OF REPORTING PERSON (See instructions) IA	

(1) Includes the 511,358 Warrants (as defined in Item 1) held by the BlueMountain Funds (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of May 1, 2017, as reported on Form DEF 14A (as defined in Item 5), and is calculated assuming that the Warrants held by the BlueMountain Funds, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain GP Holdings, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 409,176 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 409,176 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 409,176 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 409,176 Warrants held by the Partnerships (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by the Partnerships, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS Blue Mountain Credit GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 205,338 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 205,338 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 205,338 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 205,338 Warrants held by Credit Alternatives (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Credit Alternatives, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS Blue Mountain CA Master Fund GP, Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 205,338 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 205,338 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 205,338 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5% (2)	
14	TYPE OF REPORTING PERSON (See instructions) CO	

(1) Includes the 205,338 Warrants held by Credit Alternatives.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Credit Alternatives, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS Blue Mountain Credit Alternatives Master Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 205,338 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 205,338 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 205,338 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 205,338 Warrants held by Credit Alternatives.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Credit Alternatives, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Long/Short Credit GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 13,140 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 13,140 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,140 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 13,140 Warrants held by Guadalupe (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Guadalupe, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Guadalupe Peak Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 13,140 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 13,140 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 13,140 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 13,140 Warrants held by Guadalupe.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Guadalupe, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Timberline Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 22,318 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 22,318 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 22,318 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1% (2)	
14	TYPE OF REPORTING PERSON (See instructions) CO	

(1) Includes the 22,318 Warrants held by Timberline (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Timberline, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Kicking Horse Fund GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,296 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,296 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,296 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 17,296 Warrants held by Kicking Horse (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Kicking Horse, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Kicking Horse Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 17,296 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 17,296 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 17,296 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 17,296 Warrants held by Kicking Horse.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Kicking Horse, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Credit Opportunities GP I, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 130,956 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 130,956 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,956 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 130,956 Warrants held by COF (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by COF, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Credit Opportunities Master Fund I L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 130,956 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 130,956 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 130,956 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 130,956 Warrants held by COF.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by COF, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Distressed GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 24,266 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 24,266 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,266 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 24,266 Warrants held by Distressed (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Distressed, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Distressed Master Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 24,266 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 24,266 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 24,266 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.1% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 24,266 Warrants held by Distressed.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Distressed, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Monteners GP S.à r.l.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Luxembourg	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 79,864 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 79,864 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 79,864 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2% (2)	
14	TYPE OF REPORTING PERSON (See instructions) CO	

(1) Includes the 79,864 Warrants held by Monteners (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Monteners, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Monteners Master Fund SCA SICAV-SIF	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Luxembourg	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 79,864 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 79,864 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 79,864 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 79,864 Warrants held by Monteners.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Monteners, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Strategic Credit GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 18,180 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 18,180 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,180 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) OO	

(1) Includes the 18,180 Warrants held by Strategic Credit (as defined in Item 2).

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Strategic Credit, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Strategic Credit Master Fund L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 18,180 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 18,180 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 18,180 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% (2)	
14	TYPE OF REPORTING PERSON (See instructions) PN	

(1) Includes the 18,180 Warrants held by Strategic Credit.

(2) The percentage set forth in Row 13 of this Cover Page is based on the 42,462,863 shares of Common Stock of the Issuer outstanding as of May 1, 2017, as reported on Form DEF 14A, and is calculated assuming that the Warrants held by Strategic Credit, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS BlueMountain Summit Opportunities GP II, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%	
14	TYPE OF REPORTING PERSON (See instructions) OO	

1	NAMES OF REPORTING PERSONS BlueMountain Summit Trading L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See instructions) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 0	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%	
14	TYPE OF REPORTING PERSON (See instructions) PN	

Item 1. Security of the Issuer.

This Amendment No. 6 amends the Schedule 13D filed with the Securities and Exchange Commission on September 13, 2013 (as amended by Amendment No. 1 thereto filed on October 8, 2013, Amendment No. 2 thereto filed on December 1, 2014, Amendment No. 3 thereto filed on March 15, 2017, Amendment No. 4 thereto filed on April 25, 2017 and Amendment No. 5 thereto filed on April 27, 2017, the “**Schedule 13D**”), relating to the shares of Common Stock, par value \$0.01 per share (the “**Common Stock**”), of Eastman Kodak Company, a New Jersey corporation (the “**Issuer**”), net-share settled warrants to purchase Common Stock at an exercise price of \$14.93 per share (the “**125% Warrants**”) and net-share settled warrants to purchase Common Stock at an exercise price of \$16.12 per share (the “**135% Warrants**”) and, together with the 125% Warrants, the “**Warrants**”). The Issuer’s principal executive office is located at 343 State Street, Rochester, New York 14650. Unless specifically amended hereby, the disclosures set forth in the Schedule 13D remain unchanged.

Item 5. Interest in Securities of the Issuer.

Paragraphs (a), (b) and (c) of Item 5 of the Schedule 13D are hereby deleted and replaced with the following:

(a-b) All percentages set forth in this Schedule 13D are based on the Issuer’s 42,462,863 shares of Common Stock outstanding as of May 1, 2017, as reported on the Issuer’s Form DEF 14A filed with the Securities and Exchange Commission on May 18, 2017 (“**Form DEF 14A**”), and are calculated assuming that the Warrants held by the applicable BlueMountain Funds, but no other Warrants, have been exercised. The information set forth in Rows 7-13 of each Cover Page of this Schedule 13D is hereby incorporated herein by reference.

BMCA GP, Monteners GP, the General Partners, the Ultimate General Partner and the Investment Manager expressly declare that this filing shall not be construed as an admission that each is, for the purposes of sections 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this filing.

None of the Reporting Persons beneficially own any other shares of Common Stock or Warrants of the Issuer.

(c) During the last 60 days ending May 23, 2017, the BlueMountain Funds effected the following transactions:

Date	BlueMountain Fund	Security	Amount	Price per Share	Type of Transaction
April 21, 2017	Credit Alternatives	Common Stock	486,837	\$ 10.75	private sale
April 21, 2017	Guadalupe	Common Stock	31,156	\$ 10.75	private sale
April 21, 2017	Timberline	Common Stock	52,922	\$ 10.75	private sale
April 21, 2017	Kicking Horse	Common Stock	41,009	\$ 10.75	private sale
April 21, 2017	COF	Common Stock	310,484	\$ 10.75	private sale
April 21, 2017	Distressed	Common Stock	57,540	\$ 10.75	private sale
April 21, 2017	Monteners	Common Stock	110,312	\$ 10.75	private sale
April 21, 2017	Strategic Credit	Common Stock	43,109	\$ 10.75	private sale
April 21, 2017	BMST	Common Stock	79,048	\$ 10.75	private sale
April 26, 2017	Credit Alternatives	Common Stock	536,349	\$ 10.75	private sale
April 26, 2017	Guadalupe	Common Stock	34,324	\$ 10.75	private sale
April 26, 2017	Timberline	Common Stock	58,299	\$ 10.75	private sale
April 26, 2017	Kicking Horse	Common Stock	45,178	\$ 10.75	private sale
April 26, 2017	COF	Common Stock	342,059	\$ 10.75	private sale
April 26, 2017	Distressed	Common Stock	63,389	\$ 10.75	private sale
April 26, 2017	Monteners	Common Stock	121,530	\$ 10.75	private sale
April 26, 2017	Strategic Credit	Common Stock	47,491	\$ 10.75	private sale
April 26, 2017	BMST	Common Stock	87,087	\$ 10.75	private sale
May 23, 2017	Credit Alternatives	Common Stock	1,726,634	\$ 10.75	private sale
May 23, 2017	Guadalupe	Common Stock	110,498	\$ 10.75	private sale
May 23, 2017	Timberline	Common Stock	187,694	\$ 10.75	private sale
May 23, 2017	Kicking Horse	Common Stock	145,444	\$ 10.75	private sale
May 23, 2017	COF	Common Stock	1,101,174	\$ 10.75	private sale
May 23, 2017	Distressed	Common Stock	204,074	\$ 10.75	private sale
May 23, 2017	Monteners	Common Stock	391,239	\$ 10.75	private sale
May 23, 2017	Strategic Credit	Common Stock	152,890	\$ 10.75	private sale
May 23, 2017	BMST	Common Stock	280,353	\$ 10.75	private sale

No other Reporting Person effected any transactions in any securities of the Issuer.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended by adding the following:

Pursuant to a Purchase and Sale Agreement dated April 17, 2017 (the “**SAM PSA**”), the BlueMountain Funds sold 4,300,000 shares of Common Stock for an aggregate purchase price of \$46,225,000, subject to the Satisfaction of the HSR Conditions (as defined in the SAM PSA) (including, without limitation, the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended). Satisfaction of the HSR Conditions was achieved on May 23, 2017.

The summary of the SAM PSA set forth above does not purport to be complete and is qualified in its entirety by reference to the text of the SAM PSA, a copy of which is being filed as Exhibit 12 hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

The following shall be added to the end of Item 7:

12. Purchase and Sale Agreement by the BlueMountain Funds and Southeastern Asset Management, Inc., on behalf of Longleaf Partners Small-Cap Fund and C2W Partners Master Fund Limited, dated April 17, 2017, attached as Exhibit 12 hereto.

13. Joint Filing Agreement dated May 24, 2017, attached as Exhibit 13 hereto.

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement with respect to the undersigned is true, complete and correct.

Date: May 24, 2017

BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUE MOUNTAIN CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUE MOUNTAIN CA MASTER FUND GP, LTD.

By: /s/ ANDREW FELDSTEIN
Name: Andrew Feldstein, Director

BLUE MOUNTAIN CREDIT ALTERNATIVES MASTER
FUND L.P.
BY: BLUE MOUNTAIN CA MASTER FUND GP, LTD.

By: /s/ ANDREW FELDSTEIN
Name: Andrew Feldstein, Director

BLUEMOUNTAIN LONG/SHORT CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN GUADALUPE PEAK FUND L.P.
BY: BLUEMOUNTAIN LONG/SHORT CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN TIMBERLINE LTD.

By: /s/ ANDREW FELDSTEIN
Name: Andrew Feldstein, Director

BLUEMOUNTAIN KICKING HORSE FUND GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN KICKING HORSE FUND L.P.
BY: BLUEMOUNTAIN KICKING HORSE FUND GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN CREDIT OPPORTUNITIES GP I, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN CREDIT OPPORTUNITIES MASTER
FUND I L.P.
BY: BLUEMOUNTAIN CREDIT OPPORTUNITIES GP I,
LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN DISTRESSED GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN DISTRESSED MASTER FUND L.P.
BY: BLUEMOUNTAIN DISTRESSED GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN MONTENVERS GP S.à r.l.

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN MONTENVERS MASTER FUND SCA
SICAV-SIF

BY: BLUEMOUNTAIN MONTENVERS GP S.à r.l.

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN STRATEGIC CREDIT GP, LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN STRATEGIC CREDIT MASTER FUND
L.P.

BY: BLUEMOUNTAIN STRATEGIC CREDIT GP, LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN SUMMIT OPPORTUNITIES GP II, LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN SUMMIT TRADING L.P.

BY: BLUEMOUNTAIN SUMMIT OPPORTUNITIES GP II,
LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement; *provided, however*, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of April 17, 2017 (the "Effective Date"), is made by and among Blue Mountain Credit Alternatives Master Fund L.P., BlueMountain Distressed Master Fund L.P., BlueMountain Guadalupe Peak Fund L.P., BlueMountain Monteners Master Fund SCA SICAV-SIF, BlueMountain Summit Trading L.P., BlueMountain Credit Opportunities Master Fund I L.P., BlueMountain Kicking Horse L.P., BlueMountain Strategic Credit Master Fund L.P. and BlueMountain Timberline Ltd, on the one hand (each a "Transferor" and, collectively, the "Transferors") and Southeastern Asset Management, Inc., on behalf of the transferees set forth on Schedule A, on the other hand (each a "Transferee" and, collectively, the "Transferees" and, together with the Transferors, the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the Transferors hold, in the aggregate, the 4,300,000 shares of Common Stock, par value \$0.01 per share (the "Shares") of Eastman Kodak Company (the "Company"), as more particularly detailed on **Schedule A**; and

WHEREAS, the Transferors desire to transfer 100% of the Shares listed on **Schedule A** (the "Transferred Securities") to the Transferees in accordance with the terms hereof and the Transferees desire to acquire the Transferred Securities in accordance with the terms hereof (such transactions are hereafter referred to as the "Transfer").

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties agree as follows:

1. Transfer of Shares. Subject to the terms and conditions of this Agreement, at the Closing (a) the Transferees hereby agree to acquire from the Transferors and the Transferors hereby agree to assign, transfer, and convey to the Transferees all of their right, title and interest in, to, and under the Transferred Securities as more particularly detailed on **Schedule A**; and (b) the Transferees agree to pay via wire transfer in accordance with Section 2 below to the Transferors an aggregate purchase price of Forty-Six Million Two Hundred Twenty-Five Thousand United States Dollars (\$46,225,000) as more particularly detailed on **Schedule A** (the "Purchase Price") in exchange for the Transferred Securities.

2. Closing. The closing of the Transfer (the "Closing") shall take place on (a) the third business day following (i) Satisfaction of the HSR Conditions (as defined in Section 5) (or, to the extent permitted, the waiver thereof by unanimous written consent of the Parties) and (ii) receipt by the Transferors of the prior written consent of the Company to the Transfer, or (b) at such other time and date as may be agreed by the Parties. At the Closing, the Transferors shall deliver to the Transferees the Transferred Securities versus payment of the Purchase Price by the Transferees, following more particular instructions to be shared by the Parties. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

3. Representations and Warranties of the Transferees. Each Transferee represents and warrants, as of the date hereof and as of the Closing Date, to the Transferors that: (a) such Transferee has the right, power, and authority to execute, deliver, and fully perform its obligations under this Agreement, without violation of any applicable law, rule, regulation or court order and without the necessity of obtaining any consent or approval from any governmental or regulatory authority, other than compliance with and filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the “HSR Act”); (b) this Agreement has been duly executed and is a binding and valid agreement enforceable against each Transferee in accordance with its terms; (c) such Transferee is an “accredited investor” (as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”)); (d) such Transferee (i) recognizes that the Transferred Securities are speculative in nature; (ii) has not relied on the Transferors, BlueMountain Capital Management, LLC (“BlueMountain”), any other funds and accounts managed by BlueMountain, any other affiliates of BlueMountain or any of the respective current and former partners, shareholders, members, managers, officers, directors, employees, representatives and agents of any of the foregoing (collectively with the Transferors, the “BlueMountain Persons”) in connection with any securities or tax matters related to the Transfer; (iii) is acquiring the Transferred Securities for its own account for investment purposes and not with a view to the distribution thereof; and (iv) will not sell, transfer, pledge, hypothecate, alienate, or otherwise assign or dispose of the Transferred Securities unless such disposition is registered under the Securities Act or is exempt from registration thereunder; (e) such Transferee has, independently and without reliance upon the Transferors, BlueMountain, any of the other BlueMountain Persons, or any of their respective officers, directors, agents or advisors, and based upon such information concerning the Transfer that such Transferee has obtained from whatever sources it deemed appropriate, reliable and adequate, made its own investment analysis and decision to consummate the Transfer; and (f) such Transferee believes that, by reason of its business and financial experience, it is capable of evaluating the merits and risks of the Transfer and of protecting its own interests in connection with the Transfer.

4. Representations and Warranties of the Transferors. Each Transferor represents and warrants, as of the date hereof and as of the Closing Date, to the Transferees that (a) such Transferor has the right, power, and authority to execute, deliver, and fully perform its obligations under this Agreement, without violation of any applicable law, rule, regulation or court order and without the necessity of obtaining any consent or approval from any governmental or regulatory authority, other than compliance with and filings under the HSR Act; (b) this Agreement has been duly executed and is a binding and valid agreement enforceable against such Transferor in accordance with its terms; (c) such Transferor owns the Transferred Securities, free and clear of any security interest, lien, charge, or other encumbrance of any nature whatsoever; (d) neither such Transferor nor any person authorized by such Transferor, as agent or otherwise, has offered all or any part of the Transferred Securities for sale to, or solicited offers to buy the same from, any person other than the Transferees; (e) such Transferor has, independently and without reliance upon the Transferees, and based upon such information concerning the Transfer that such Transferor has obtained from whatever sources it deemed appropriate, reliable and adequate, made its own investment analysis and decision to consummate the Transfer; and (f) such Transferor believes that, by reason of its business and financial experience, it is capable of evaluating the merits and risks of the Transfer and of protecting its own interests in connection with the Transfer.

5. HSR Act Conditions. (a) Longleaf Partners Small-Cap Fund (“Longleaf”) shall as promptly as practicable, but in no event later than five (5) business days after the date of this Agreement, (i) file or cause to be filed with the United States Federal Trade Commission (the “FTC”) and the United States Department of Justice (the “DOJ”) the notification and report form required for the transactions contemplated hereby pursuant to the HSR Act and seek the early termination of the waiting period under the HSR Act, and (ii) make or cause to be made such other filings as are necessary in other jurisdictions in order to comply with any other applicable competition, merger control, antitrust or similar statute, law, ordinance, legally-binding rule or regulation (“Applicable Law”) of any jurisdiction. Longleaf shall promptly submit any supplemental information requested by the FTC, the DOJ or any other applicable Federal, state, local or foreign court of competent jurisdiction, governmental agency, authority, instrumentality or regulatory body (each, a “Governmental Entity”) in connection with any such filing. Any such filing or submission shall be in substantial compliance with the requirements of the HSR Act or such other Applicable Law, as applicable. Each of the Transferors and the Transferees shall furnish to the other such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission under the HSR Act or such other Applicable Law. It is understood and agreed that, absent the unanimous written consent of the Parties, the Closing cannot occur until the expiration or termination of the waiting period under the HSR Act and the receipt of any consent, approval or authorization (“Consent”), or the expiration or termination of any waiting period, under such other Applicable Law (collectively, “Satisfaction of the HSR Conditions”). Without limiting the generality of this Section 5, the Transferees shall use their best efforts to take, or cause to be taken, all actions consistent with this Section 5 necessary to cause Satisfaction of the HSR Conditions, in each case as promptly as practicable for the consummation of the Transfer.

(b) Each of the Parties shall (i) cooperate in all respects with each other in connection with any filing or submission made with any Governmental Entity relating to the matters contemplated by this Section 5 and in connection with any investigation or other inquiry by or before any Governmental Entity relating to the matters contemplated by this Section 5, including any Proceeding initiated by a private party, and (ii) keep the other party informed in all material respects and on a reasonably timely basis of any material communication received by such party from, or given by such party to, the FTC, the DOJ or any other Governmental Entity and of any material communication received or given in connection with any Proceeding by a private party, in each case relating to the matters contemplated by this Section 5. Subject to Applicable Law relating to the exchange of information, each of the Parties shall have the right to review in advance, and to the extent practicable each of the Parties will consult any other Party on, all the information relating to any other Party that appears in any filing or submission made with any Governmental Entity or any private party relating to the matters contemplated by this Section 5. Each of the Parties agrees not to participate in substantive meetings or discussions, either in person or by telephone, with any Governmental Entity relating to the matters contemplated by this Section 5 unless, to the extent reasonably practicable, it consults with the other Parties in advance and, to the extent not prohibited by such Governmental Entity, gives the other Parties the opportunity to attend and participate.

6. Nondisclosure Agreement and Standstill. It is understood and agreed that, absent the unanimous written consent of the Parties, the Closing cannot occur until the prior written consent of the Company to the Transfer is received. In connection therewith, the Transferees covenant and agree to use their best efforts to negotiate and enter into as promptly as practicable a nondisclosure and standstill agreement with the Company binding upon the Transferees and their respective affiliates on terms which are mutually agreeable to the Transferees and the Company.

7. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Transfer and the other transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

(a) by unanimous written consent of the Parties; or

(b) by any Party, if the Closing does not occur on or prior to June 12, 2017 (the "Outside Date");

8. Further Assurances. Each Party hereby covenants and agrees that it will, at the sole cost and expense of the requesting Party, execute and deliver such documents and take such further actions as another Party may from time to time reasonably request as being necessary or desirable to carry out the intent and purposes of this Agreement.

9. Binding Effect; Governing Law. This Agreement shall bind and benefit the Parties, their representatives, and their permitted assignees and successors in interest. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of the conflict of laws thereof.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing this Agreement. This Agreement may be modified, superseded, or terminated only in writing signed by each of the Parties to be affected.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

TRANSFERORS:

Blue Mountain Credit Alternatives Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Distressed Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Guadalupe Peak Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Monteners Master Fund SCA SICAV-SIF

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Summit Trading L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Credit Opportunities Master Fund I L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Kicking Horse L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Strategic Credit Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Timberline Ltd.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

TRANSFEREES:

LONGLEAF PARTNERS SMALL-CAP FUND

By: Southeastern Asset Management, Inc.,
Acting as Investment Counsel

By: /s/ ANDREW R. MCCARROLL

Name: Andrew R. McCarroll

Title: General Counsel

C2W PARTNERS MASTER FUND LIMITED

By: Southeastern Asset Management, Inc.,
Acting as Investment Counsel

By: /s/ ANDREW R. MCCARROLL

Name: Andrew R. McCarroll

Title: General Counsel

Schedule of Shareholdings and Transfers

Transferor	Total Shares	Transferee	Total Transferred Securities	Purchase Price
Blue Mountain Credit Alternatives Master Fund L.P.	1,726,634	Longleaf Partners Small-Cap Fund	1,426,634	\$15,336,315.50
		C2W Partners Master Fund Limited	300,000	\$ 3,225,000
BlueMountain Distressed Master Fund L.P.	204,074	Longleaf Partners Small-Cap Fund	204,074	\$ 2,193,795.50
BlueMountain Guadalupe Peak Fund L.P.	110,498	Longleaf Partners Small-Cap Fund	110,498	\$ 1,187,853.50
BlueMountain Monteners Master Fund SCA SICAV-SIF	391,239	Longleaf Partners Small-Cap Fund	391,239	\$ 4,205,819.25
BlueMountain Summit Trading L.P.	280,353	Longleaf Partners Small-Cap Fund Limited	280,353	\$ 3,013,794.75
BlueMountain Credit Opportunities Master Fund I L.P.	1,101,174	Longleaf Partners Small-Cap Fund Limited	1,101,174	\$11,837,620.50
BlueMountain Kicking Horse L.P.	145,444	Longleaf Partners Small-Cap Fund Limited	145,444	\$ 1,563,523.00
BlueMountain Strategic Credit Master Fund L.P.	152,890	Longleaf Partners Small-Cap Fund Limited	152,890	\$ 1,643,567.50
BlueMountain Timberline Ltd.	187,694	Longleaf Partners Small-Cap Fund Limited	187,694	\$ 2,017,710.50
Total	4,300,000		4,300,000	\$ 46,225,000

JOINT FILING AGREEMENT

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other entities or persons, except to the extent that it knows or has reason to believe that such information is inaccurate.

DATED: May 24, 2017

BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUE MOUNTAIN CREDIT GP, LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUE MOUNTAIN CA MASTER FUND GP, LTD.

By: /s/ ANDREW FELDSTEIN

Name: Andrew Feldstein, Director

BLUE MOUNTAIN CREDIT ALTERNATIVES MASTER
FUND L.P.

BY: BLUE MOUNTAIN CA MASTER FUND GP, LTD.

By: /s/ ANDREW FELDSTEIN

Name: Andrew Feldstein, Director

BLUEMOUNTAIN LONG/SHORT CREDIT GP, LLC

BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN GUADALUPE PEAK FUND L.P.
BY: BLUEMOUNTAIN LONG/SHORT CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN TIMBERLINE LTD.

By: /s/ ANDREW FELDSTEIN
Name: Andrew Feldstein, Director

BLUEMOUNTAIN KICKING HORSE FUND GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN KICKING HORSE FUND L.P.
BY: BLUEMOUNTAIN KICKING HORSE FUND GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN CREDIT OPPORTUNITIES GP I, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN CREDIT OPPORTUNITIES MASTER
FUND I L.P.
BY: BLUEMOUNTAIN CREDIT OPPORTUNITIES GP I,
LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN DISTRESSED GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT
Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN DISTRESSED MASTER FUND L.P.
BY: BLUEMOUNTAIN DISTRESSED GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN MONTENVERS GP S.à r.l.

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN MONTENVERS MASTER FUND SCA
SICAV-SIF
BY: BLUEMOUNTAIN MONTENVERS GP S.à r.l.

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN STRATEGIC CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN STRATEGIC CREDIT MASTER FUND
L.P.
BY: BLUEMOUNTAIN STRATEGIC CREDIT GP, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN SUMMIT OPPORTUNITIES GP II, LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer

BLUEMOUNTAIN SUMMIT TRADING L.P.
BY: BLUEMOUNTAIN SUMMIT OPPORTUNITIES GP II,
LLC
BY: BLUEMOUNTAIN GP HOLDINGS, LLC

By: /s/ ERIC M. ALBERT

Name: Eric M. Albert, Chief Compliance Officer