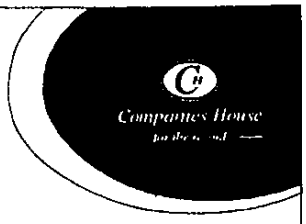
✓ 049285/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

✗ **What this form is NOT fo**
You cannot use this form tc particulars of a charge for ‹ company To do this, please form MG01s

SATURDAY

RNAI2WGK
RCS 06/08/2011 11
COMPANIES HOUSE

1 Company details

For official use 4

Company number 0 0 0 5 9 5 3 5

Company name in full KODAK LIMITED

(the "Depositor")

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation d 0 d 1 m 0 m 8 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deposit Agreement (the "Agreement") to secure own liabilities

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(a) All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank) which then were or at any time thereafter might be due, owing or incurred from or by the Depositor to the Bank anywhere or for which the Depositor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),

(continued)

Continuation page
Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name: Lloyds TSB Bank plc

Address: 25 GRESHAM STREET, LONDON EC2V 7HN (30.00 02) (the "Bank")

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details.

Short particulars

By way of separate first fixed charge with full title guarantee each of the items comprised within the Deposit (as defined below) and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Agreement) to the intent that the security thereby constituted shall be a continuing security

"Deposit" means

(a) the debt or debts which were then or thereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account (as defined below),

(b) the debt or debts thereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account, and

(c) all interest (if any) which were then owing and thereafter to become owing in respect of the Account(s) or any such deposit, including interest which is compounded and treated as principal

and such expression shall include any amounts referred to in sub-clause 4 2 and clause 7 of the Agreement,

"Account" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together

(continued)

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents The contact information you give will be visible to searchers of the public record

Contact name

Company name

Address

Lloyds TSB Bank plc
Gillingham CCSC
PO BOX 72 Bailey Drive
Gillingham Business Park
Kent, ME8 0LS

Ref 25802

Post town

County/Region

Postcode

Country

DX

Telephone
0207 775 2484

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(b) Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank might in its absolute discretion from time to time select,

(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Depositor, the Agreement or the Deposit (as defined in the Short Particulars) (including any acts necessary to release the Deposit from the security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis,

(d) Fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Agreement Such fees shall be payable at such rate as might be specified by the Bank, and

(e) All other money and liabilities expressed to be secured thereby and all other obligations and liabilities of the Depositor under the Agreement

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

NOTE

(a) The Depositor shall not, without the Bank's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank)

(b) The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Agreement might be impeded or its exercise delayed

THE SCHEDULE

The account with the Bank denominated in STERLING and now numbered 11116903

designated LTSB RE: KODAK LIMITED

The account with the Bank denominated in SWISS FRANCS and now numbered 24026925

designated LTSB RE' KODAK LIMITED

The account with the Bank denominated in EUROS and now numbered 86421397

designated LTSB RE: KODAK LIMITED

The account with the Bank denominated in SWEDISH KRONER and now numbered 29014372

designated LTSB RE: KODAK LIMITED

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

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(b) The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of the Agreement might be impeded or its exercise delayed

THE SCHEDULE

The account with the Bank denominated in: US DOLLARS

and now numbered: 11689584

designated: LTSB RE KODAK LIMITED

The account with the Bank denominated in:

and now numbered:

designated:

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 59535
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT TO SECURE OWN LIABILITIES DATED 1 AUGUST 2011 AND CREATED BY KODAK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 6 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2011

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES