

MR01

Particulars of a charge

110678/£13



A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling  
Please go to [www.companies](http://www.companies)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
instrument Use form MR08

FRIDAY



LD2 \*L2IRCT61\* #54  
11/10/2013  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

**1 Company details**

Company number 0 8 5 5 0 3 0 9 ✓  
Company name in full KODAK ALARIS HOLDCO LIMITED ✓

For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 2 7 10 09 2 0 1 3 ✓

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC Bank plc ✓  
as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

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

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Aurelie Dekoninck (70-40556678)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



**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.**

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy



**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 filed on paper.**

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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8550309

Charge code: 0855 0309 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2013 and created by KODAK ALARIS HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2013.

Given at Companies House, Cardiff on 15th October 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DEED OF HYPOTHEC AND ISSUE OF BONDS**

**ON THE** twenty-seventh (27<sup>th</sup>) day of September, Two Thousand and Thirteen (2013)

**BEFORE** Mtre Keri Clair-Bookalam, the undersigned Notary for the Province of Quebec, practising at the City of Montreal

**APPEARED:** **KODAK ALARIS HOLDCO LIMITED**, a limited company incorporated in England and Wales with registration number 08550309, having its registered office at Hemel One, Boundary Way, Hertfordshire, United Kingdom HP2 7YU, in this Deed acting and represented by Yan Besner, its authorized signatory, duly authorized pursuant to a resolution of its board of directors, an original, certified copy or photocopy of which is annexed to this Deed after having been acknowledged as true and having been signed by said representative before the undersigned Notary

(the "Grantor")

**AND** **HSBC BANK PLC**, a financial institution constituted under the laws of England, having an office at 8 Canada Square, London, United Kingdom E14 5HQ, in this Deed acting as *fonde de pouvoir* of the Bondholders under Article 2692 of the *Civil Code of Quebec* and represented by Gabriel Bastien, its authorized signatory, duly authorized as he so declares

(the "Attorney")

**RECITALS:**

**A.** The Grantor has agreed to execute this Deed and to grant the Hypothec (as defined in Section 1) on the Charged Property (as defined in Section 1) in order to secure the Secured Obligations (as defined in Section 1)

**B.** Article 2692 of the *Civil Code of Quebec* permits a legal person authorized to issue bonds or other titles of indebtedness to grant a hypothec securing payment of such bonds or titles of indebtedness in favour of the person holding the power of attorney ("*fondé de pouvoir*") of the creditors

**C.** The Grantor is duly authorized by law and under its constating documents to create and issue bonds and to secure the payment of the same as provided for in this Deed

**D.** The Grantor is desirous of creating, issuing and securing the payment of the Bonds in the manner hereinafter appearing in this Deed

**E.** The foregoing recitals are made as representations and warranties and statements of fact by the Grantor and not the Attorney

**NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:**

We hereby certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original

8387184 6

Signed Clifford Chance LLP  
Date 10/10/13  
Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

attorney duly executed in blank, all in form and content satisfactory to the Attorney, (ii) in the case of Charged Property constituting uncertificated securities (within the meaning of the STA), (A) registration thereof on the books and records of the Pledged Issuer in the name of the Attorney or its nominee(s) (in both cases, as secured creditor of the Grantor) or (B) the execution and delivery by the Pledged Issuer of an agreement for the purpose of granting "control" (within the meaning of the STA), pursuant to which such Pledged Issuer agrees that it will comply with instructions originated by the Attorney or its nominee(s) without further consent of the Grantor or any other person, and (iii) in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant "control" (within the meaning of the STA) of, or otherwise render a hypothec opposable in respect of any Charged Property in favour of the Attorney or its nominee(s)

**"Event of Default"** has the meaning set out in Section 11

**"Governmental Authority"** means the Government of Canada, any other nation or any political subdivision thereof, whether provincial, state, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank, fiscal or monetary authority or other authority regulating financial institutions, and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including the Bank Committee on Banking Regulation and Supervisory Practices of the Bank of International Settlements

**"Grantor"** means the party described as "Grantor" on the first page of this Deed, and shall include its successors and permitted assigns

**"Hypothecs"** means the hypothecs created or evidenced pursuant to Section 4 and Section 6

**"Laws"** means all federal, provincial, municipal, foreign and international laws, statutes, acts, codes, ordinances, decrees, treaties, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards or any provisions of the foregoing, including general principles of common and civil law and equity, and all policies, practices and guidelines of any Governmental Authority binding on or affecting the Person referred to in the context in which such word is used (including, in the case of tax matters, any accepted practice or application or official interpretation of any relevant taxation authority)

**"Multicurrency Revolving Facility Agreement"** means the multicurrency revolving facility agreement dated September 3, 2013 between, *inter alios*, the Grantor, as original borrower, certain subsidiaries of the Grantor, as original guarantors, the financial institutions party thereto, as lenders, and HSBC Bank PLC as mandated lead arranger, agent, security trustee and issuing bank (as amended, supplemented, restated or replaced from time to time)

**"Organizational Documents"** means, with respect to any Person, such Person's articles or other charter documents, by-laws, unanimous shareholder agreement, partnership agreement or trust agreement, as

amended, renamed, or replaced from time to time, and includes all regulations from time to time adopted under such legislation

"This Deed", "these presents", "herein", "hereby", "hereunder", "hereof", "hereto" and similar expressions refer to this Deed and to any deed, notice under Article 2949 of the *Civil Code of Québec*, summary or other document amending, supplementing or restating this Deed

(2) **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation" (unless such phrase already follows such words). The word "or" is disjunctive, the word "and" is conjunctive. The word "shall" is mandatory, the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Deed in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to this Deed. Section headings are for convenience of reference only, are not part of this Deed and shall not affect the construction of, or be taken into consideration in interpreting this Deed. Any reference in this Deed to a Permitted Security is not intended to subordinate, postpone, assign or cede rank of, and shall not be interpreted as subordinating, postponing, assigning or ceding rank of, or as any agreement to subordinate, postpone, assign or cede rank of, any Hypothec to any Permitted Security. The preamble shall form an integral part of this Deed as if recited herein at length.

(3) **Benefits of this Deed.** The parties hereto and the Bondholders shall be bound by the provisions of this Deed (including the irrevocable appointment in Section 2 below) and the benefits, rights, remedies or claims under this Deed shall enure to them to the exclusion of any others.

(4) **Currency.** All references to dollar amounts are, unless expressly otherwise provided, expressed in terms of the lawful currency of Canada.

**2. Appointment of the Attorney as *fondé de pouvoir*** The Grantor hereby irrevocably appoints, and confirms the appointment of, the Attorney as *fonde de pouvoir* (person holding the power of attorney) as contemplated in Article 2692 of the *Civil Code of Québec* on behalf of the present and future Bondholders in order to receive and hold any right or hypothec hereby or hereafter created, constituted or evidenced, as continuing security for the payment of the Bonds, and the Attorney hereby irrevocably accepts and agrees to act in such capacity. Any Person who becomes a Bondholder shall benefit from the provisions hereof and the appointment of the Attorney as *fonde de pouvoir* for the Bondholders and, upon becoming a Bondholder, irrevocably authorizes the Attorney to perform such function.

(j) shall be issued for such amounts or for such consideration and to such holders and on such terms as may be determined by the directors of the Grantor, and

(k) shall rank equally and be equally and ratably secured notwithstanding the date of their issuance or the date of their certification by the Attorney

(4) **Certification of Bonds** The certification by the Attorney of any of the Bonds shall be conclusive evidence that the Bonds so certified have been issued as contemplated hereunder. However, such certification shall not be construed as a representation or warranty by the Attorney as to the validity of the security, of this Deed or of the Bonds

(5) **Hypothecation and Pledge of the Bonds.** The Bonds may be hypothecated and pledged by the Grantor as security for the performance of any obligation incurred or to be incurred by the Grantor or any other Person. Subject to Section 3(6), the holder of any of the Bonds in favour of whom such hypothecation and pledge has been granted shall be considered for all purposes hereunder to be a Bondholder and be deemed to be the owner of such Bonds and shall have the right to cause the Attorney to enter its name and address in the Bonds' register hereinafter mentioned. Where such Bonds are remitted to the Grantor upon payment or satisfaction in full of such obligations, such Bonds shall be cancelled

(6) **Register of Bondholders.** The Grantor shall at all times, while any of the Bonds issued hereunder are outstanding, cause to be kept by the Attorney at its office indicated on the first page of this Deed or at any other address which the Attorney may indicate to the Grantor in writing, a register in which shall be entered the names and addresses of the Bondholders. The entries in such register shall, absent manifest or proven error, be prima facie evidence that the Bondholders therein registered are entitled to the Bonds and to the rights deriving therefrom

(7) **Transfer of Bonds.** The Attorney shall, upon surrender to it of any Bonds that have been transferred, cause to be entered in the aforesaid register of Bondholders the name of the transferees as being registered Bondholders and shall remit such Bonds to the transferees or, as the case may be, upon cancellation of the Bonds surrendered to it, deliver new Bonds in lieu and substitution thereof

(8) **Issue of Bonds.** Whenever Bonds are issued and are subsequently returned to the Attorney for cancellation, the Grantor, subject to the provisions hereof, may be entitled to reissue such Bonds in denominations which, in the aggregate, do not exceed the denominations of the Bonds that were returned for cancellation. The Grantor shall deliver the Bonds to be reissued for registration and certification and the Attorney shall, provided it is so requested by a Bondholder's Instrument, register and certify such Bonds

(9) **Replacement of Bonds.** Upon such request as shall be satisfactory to the Attorney and upon such reasonable requirements as the Attorney may prescribe, specifically including the provision of an indemnity by the Bondholders to the Attorney and the Grantor, the Grantor shall deliver for registration and certification and the Attorney shall register and certify, for purposes of replacement, new Bonds in exchange for and in lieu of such Bonds which need to be replaced because of loss, mutilation or destruction

entitled (including, without limitation, giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Securities on the books and records of the Pledged Issuer), upon the occurrence and during the continuance of an Event of Default. If an Event of Default has occurred and while it is continuing, all rights of the Grantor pursuant to Section 7(1) shall cease and the Attorney shall have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which the Grantor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the Attorney pursuant to the provisions of this Section shall be retained by the Attorney as additional Charged Property under this Deed and be applied in accordance with the provisions of the Multicurrency Revolving Facility Agreement.

**8. Representations and Warranties.** The Grantor represents and warrants to the Attorney that, as of the date of this Deed:

(1) **Specific Securities.** The description of the Specific Securities forming part of the Securities set out in Schedule B hereto accurately represents all the Securities owned, directly or indirectly, by the Grantor. The Specific Securities have been duly authorized and validly issued and are fully paid and non-assessable.

(2) **Delivery.** The Specific Securities are Delivered to the Attorney in Montreal, Quebec, Canada.

(3) **Control.** Following the Delivery thereof to the Attorney, no Person other than the Attorney has "control" (within the meaning of the STA) over any of the Securities.

(4) **No Restrictions.** There are no existing partnership agreements, shareholder agreements, voting agreements, voting trusts, trust deeds, irrevocable proxies or any other similar agreements or instruments made in relation to any of the Specific Securities.

**9.** All representations and warranties made by the Grantor in this Deed (a) are material, (b) shall be considered to have been relied on by the Attorney and the Bondholders, and (c) shall, subject to the terms of the Multicurrency Revolving Facility Agreement, survive the execution and delivery of this Deed or any investigation made at any time by or on behalf of the Attorney or the Bondholders and any disposition or payment of the Secured Obligations until this Deed is released in writing by the Attorney.

**10. Covenants.** The Grantor covenants and agrees with the Attorney that:

(1) **Further Documentation, Registration.** The Grantor shall from time to time, at the expense of the Grantor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Attorney may request for the purpose of obtaining or preserving the full benefits of, the first rank of the Hypothecs created (subject to Permitted Security) and the rights and powers granted by, this Deed (including the filing or registration of any financing statements, financing change statements, registration applications or similar documents under any applicable legislation with respect to the Hypothecs). The Grantor acknowledges that this Deed has been prepared based on the existing Laws in the Province of Québec and that a change in such Laws, or the Laws of

(5) **Consent to pledge** If the Organizational Documents of the Pledged Issuer restrict the transfer of the Securities, then the Grantor shall (or to cause the Pledged Issuer to) deliver to the Attorney a certified copy of a resolution of the directors, shareholders, unitholders or partners of the Pledged Issuer as applicable, consenting to the hypothec and pledge contemplated herein, including any prospective transfer of any such Securities by the Attorney upon a realization on its hypothec and pledge

(6) **Consent to register** Following an Event of Default which is continuing and at the request of the Attorney, the Grantor shall cause the certificates representing the securities (within the meaning of STA) forming part of Securities issued to the Grantor to be registered in the name of the Attorney or its nominee(s) or such other mandatary(s)

(7) **Prior encumbrances** The Grantor shall not grant or cause any Person other than the Attorney or a nominee or other mandatary named by the Attorney to have control (within the meaning of the STA) over all or any part of the Charged Property

**11. Events Of Default** There shall exist an event of default (each an "Event of Default") under this Deed, without notice or other formality, and the security and Hypothecs hereby constituted shall immediately become enforceable, if (a) the Grantor fails to pay any of the Bonds, in principal or interest, upon demand, (b) the Grantor fails to perform any of its obligations under this Deed (other than to pay any of the Bonds), or (c) there exists an Event of Default (as such term is defined in the Multicurrency Revolving Facility Agreement) which has occurred and is continuing

**12. Attorney's Rights And Recourses In Case Of An Event Of Default.**

(1) **Exercise of Rights.** If an Event of Default has occurred and is continuing, then and in every such case the Attorney may in its discretion, and shall upon receipt of a Bondholders' Instrument, through its officers, employees or attorneys exercise any right of action, remedy or recourse in respect of the Charged Property or the Grantor provided for in this Deed (and more particularly in this Section 12), to the extent permitted by Law, or by Law or in equity, including any of the hypothecary rights provided for under Articles 2748 to 2794 of the *Civil Code of Québec* and without in any way limiting any of the rights, remedies or recourses of the Attorney or the Security Agent under the Multicurrency Revolving Facility Agreement or any other agreement or document entered into by or between the Grantor and the Attorney

(2) **Certain Rights.** Without limiting the generality of Section 12(1), in exercising its rights and recourses upon the occurrence of an Event of Default that is continuing, the Attorney shall have the right to subject to applicable Laws

(a) *Dispose of Charged Property* Realize on any or all of the Charged Property and by itself sell, give options to purchase, or otherwise dispose of and deliver any or all of the Charged Property (or contract to do any of the above), at any public or private sale, at any exchange, broker's board or office of the Attorney or elsewhere, with or without advertising or other formality, except as required by applicable Law, on such terms and conditions as the Attorney may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery Upon failure of payment of the

mandatary of the Grantor and not of the Attorney or any of the Bondholders, and

- (1) *Court-Appointed Receiver* The Attorney may obtain from any court of competent jurisdiction an order for the appointment of a Receiver of the Grantor or of any or all of the Charged Property

- (3) **Grantor's Remedy.** If the Grantor remedies the default mentioned in the prior notice of exercise of hypothecary right, the Grantor shall, as required by all applicable Law, pay all reasonable fees incurred by the Attorney by reason of the default. These fees shall include, as permitted by applicable Law, without limitation, the administrative fees of the Attorney, the reasonable legal fees of its legal advisers and fees paid to experts or consultants

- (4) **Taking in Payment.** If the Attorney elects to exercise its right of taking in payment the Charged Property and the Grantor requires that the Attorney instead sell by itself or under judicial authority the Charged Property on which such right is exercised, the Grantor hereby acknowledges and agrees that the Attorney shall not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Attorney (a) has been granted a security satisfactory to it, acting reasonably to ensure that the proceeds of the sale of the Charged Property will be sufficient to pay the Bonds in full, (b) has been reimbursed for all reasonable costs and expenses incurred in connection with this Deed, including all reasonable fees of consultants and legal counsel, and (c) has been advanced the necessary sums for the sale of said Charged Property. The Grantor further acknowledges and agrees that the Attorney alone is entitled to select the type of sale it may wish to conduct or have conducted

- (5) **Surrender of Charged Property.** If an Event of Default has occurred and is continuing, the Grantor shall be deemed to have surrendered the Charged Property which is in the possession of the Attorney, or of a third party on its behalf, if the Attorney has not, within the delays determined by applicable Law or by a tribunal to surrender, received written notice from the Grantor to the effect that it intends to contest the exercise of the hypothecary recourse set forth in the prior notice

- (6) **Sale or Other Disposition of Securities.** Notwithstanding anything else to the contrary set forth in this Deed, the Attorney may sell any Securities or otherwise dispose of them without having to give a prior notice, obtain their surrender or observe the time limits prescribed by Law. The Attorney is authorized, in connection with any offer, sale or other disposition of any Securities, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition, the Grantor acknowledges and agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Attorney shall not be liable or accountable to the Grantor for any discount allowed by reason of the fact that the Securities are sold in compliance with any such limitation or restriction. If the Attorney chooses to exercise its right to sell any or all the Securities, upon written request, the Grantor shall cause the Pledged Issuer to furnish to the Attorney all such information as the Attorney may request in order to determine the number

**Deed** The obligation of the Attorney to commence or continue any act, action or proceeding under this Deed shall, at the option of the Attorney, be conditional upon the Bondholders providing, when required, (i) sufficient funds to commence or continue such act, action or proceeding, and (ii) indemnity reasonably satisfactory to the Attorney. The Bondholders shall not have any rights individually to enforce or seek to enforce the payment of the Bonds or other Secured Obligations, or of this Deed or the Hypothecs, other than in accordance with this Deed, unless a Bondholders' Instrument in due form shall have been tendered to the Attorney and the Attorney shall have failed to act within a reasonable time thereafter. In such case, but not otherwise, any Bondholder acting on behalf of itself and all other Bondholders shall be entitled to the same proceedings as the Attorney might have taken pursuant to the Bondholders' Instrument, for the equal benefit of all Bondholders. The Attorney shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries, during any period for which the Attorney managed the Charged Property upon entry, as provided in this Deed, nor shall the Attorney be liable to account for anything except actual revenues or be liable for any loss on realization or for any Event of Default or omission for which a hypothecary creditor might be liable, or for any other losses, costs or damages arising from the exercise or omission to exercise any of its rights, powers and authorities vested in it, other than such loss, costs and damages that are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the Attorney's gross or intentional fault.

**(4) Delegation, Counsel.** The Attorney may, at its entire discretion, appoint any Person(s) for the purpose of exercising any of its rights, duties or obligations resulting from this Deed or Law or equity, and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights, duties and obligations under this Deed.

**(5) Dealings by Attorney.** The Attorney shall not be obliged to exhaust its recourse against the Grantor or any other Person or against any other security it may hold with respect to the Secured Obligations or any part thereof before realizing upon or otherwise dealing with the Charged Property in such manner as the Attorney may consider desirable. The Attorney may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Grantor and any other Person, and with any or all of the Charged Property, and with other security and sureties, as it may see fit, all without limiting the liability of the Grantor and without prejudice to the Secured Obligations or to the rights and remedies of the Attorney under this Deed. The powers conferred on the Attorney under this Deed are solely to protect the interests of the Attorney in the Charged Property and shall not impose any duty upon the Attorney to exercise any such powers.

**(6) Possession or Production of the Bonds.** All rights of action under this Deed may be enforced by the Attorney without the possession of the Bonds hereby secured or the production thereof.

**(7) Resignation of Attorney.** The Attorney may at any time resign from office in accordance with the terms of the Multicurrency Revolving Facility Agreement. The Bondholders may then or at any time thereafter appoint a new *fondé de pouvoir* confirming such appointment by a Bondholders' Instrument, which the Grantor hereby undertakes to accept, in the place of the *fondé de pouvoir* so resigning. In the event that no Bonds are issued and remain outstanding at the time of resignation of the Attorney, the Grantor itself may then appoint the successor Security Agent as the new *fonde de pouvoir*. The new *fonde de pouvoir* without

#### **14. General Provisions**

**(1) Irrevocable Power of Attorney.** Effective upon the occurrence and during the continuance of an Event of Default, the Grantor hereby irrevocably constitutes and appoints the Attorney and any officer or agent of the Attorney, with full power of substitution, as the Grantor's attorney and mandatary with full power and authority in the place of the Grantor and in the name of the Grantor or in its own name, from time to time in the Attorney's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Deed. Without limiting the effect of this Section 14(1), the Grantor grants the Attorney an irrevocable proxy to vote the Securities and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Securities on the Books and Records of the Pledged Issuer, as applicable), upon the occurrence and during the continuance of an Event of Default. These powers are irrevocable until the Release Date. Nothing in this Section 14(1) affects the right of the Attorney, as holder of the Hypothecs, or any other Person on the Attorney's behalf, to sign and file or deliver (as applicable) all such application for registration, amending registrations, financing statements, financing change statements, notices, verification agreements and other documents relating to the Charged Property and this Deed as the Attorney or such other Person considers appropriate to render opposable the Hypothecs granted herein. The Grantor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Attorney or any of the Attorney's mandataries, sub-agents, nominees or attorneys shall do or purport to do in exercise of the power of attorney granted to the Attorney pursuant to this Section.

**(2) Performance by the Attorney of Grantor's Obligations.** If the Grantor fails to perform or comply with any of the obligations of the Grantor under this Deed, the Attorney may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The reasonable expenses of the Attorney incurred in connection with any such performance or compliance shall be payable by the Grantor to the Attorney immediately on demand, and until paid, any such expenses will form part of the Secured Obligations and shall be secured by the Hypothecs.

**(3) Imputation of Payments.** All Proceeds of Charged Property received by the Attorney or a Receiver shall be applied in accordance with the terms of the Multicurrency Revolving Facility Agreement. The Grantor hereby waives and renounces to the benefit, if any, of Article 2759 of the *Civil Code of Québec* with respect to the application of any monies arising from the sale or other disposition of the securities within the meaning of the STA forming part of the Charged Property.

**(4) Continuing Liability of Grantor.** The Grantor shall remain liable for any Secured Obligations that are outstanding following any realization of all or any part of the Charged Property, in whole or in part, and the application of the Proceeds thereof.

**(5) Additional Security.** The Hypothecs are in addition to, and not in substitution of or in replacement for, any other hypothec or security held by the

(12) **Successors and Assigns** This Deed shall enure to the benefit of, and be binding on, the Grantor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Attorney and its successors and assigns. The Grantor may not assign this Deed, or any of its rights or obligations under this Deed. The Attorney may assign this Deed and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such.

(13) **Communication.** Any notice or other communication required or permitted to be given under this Deed shall be made in accordance with the terms of the Multicurrency Revolving Facility Agreement.

(14) **Release of Information** The Grantor authorizes the Attorney to provide a copy of this Deed and such other information as may be requested of the Attorney (a) to the extent necessary to enforce the Attorney's or any of the Bondholders' rights, remedies and entitlements under this Deed, (b) to any assignee or prospective assignee of all or any part of the Secured Obligations, and (c) as required by applicable Law.

(15) **Release of Grantor** Upon the Release Date, and in accordance with the Multicurrency Revolving Facility Agreement, the obligations of the Grantor hereunder shall terminate and the Attorney shall, at the expense of the Grantor, execute such releases and discharges of the Grantor and the Charged Property from the Hypothec as the Grantor may reasonably request and such release shall serve to terminate any licence and power of attorney granted in this Deed.

(16) **Severability.** Any provision of this Deed that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Deed, all without affecting the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

(17) **Alteration or Waiver. Cumulative Rights.** None of the terms or provisions of this Deed may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantor and the Attorney acting pursuant to a Bondholder's Instrument, provided that the Attorney may act without any Bondholders' Instrument in waiving, amending, supplementing or otherwise modifying this Deed for purposes of correcting any clerical errors, or for purposes of the Grantor hypothecating or re-hypothecating in favour of the Attorney any or all of the Charged Property, present or future, or for purposes of preserving, protecting, perfecting and rendering opposable to third parties the Hypothec and the Attorney's rights in the Charged Property and this Deed, including with respect to any present or future Charged Property. The Attorney and the Bondholders shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Attorney or any Bondholder, as applicable any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Attorney or any Bondholder of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Attorney or any Bondholder would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of the Grantor to pay the Secured Obligations, nor shall the same operate as a merger of any covenant contained in this Deed or of any other liability. The Attorney may exercise its rights and recourses hereunder without any obligation of it

**15. Schedules**

The following are Schedules to this Deed

**(1) Schedule A**

**SPECIMEN OF BOND**

**CANADA**

**PROVINCE OF QUEBEC**

**KODAK ALARIS HOLDCO LIMITED**

**(Incorporated under the laws of England and Wales)**

**25% DEMAND BOND**

No [NUMBER]

\$[AMOUNT]

**KODAK ALARIS HOLDCO LIMITED** (the “Company”), for value received, promises to pay on demand to HSBC BANK PLC, in its capacity as security trustee under the Multicurrency Revolving Facility Agreement, or its registered assigns, at 8 Canada Square, in the City of London, United Kingdom E14 5HQ, upon presentation and surrender at such address of this Bond, the sum of ● Dollars (\$●) in lawful currency of Canada and to pay interest on such sum on demand, from the date of this Bond until the actual date of payment, at the same address and in like currency, at a rate equal to twenty-five percent (25%) per annum, calculated annually, plus interest on all overdue interest, calculated annually at the same rate and in the same manner, from its due date until the actual date of payment

This Bond is issued under and secured by a Deed of Hypothec and Issue of Bonds executed between the Company and HSBC BANK PLC, in its capacity as *fonde de pouvoir* (person holding the power of attorney) of the Bondholders for all purposes of Article 2692 of the *Civil Code of Québec* (in such capacity, the “Attorney”), on [■], 2013 (as same may be amended, supplemented or otherwise modified or restated from time to time, the “Deed of Hypothec”), to which Deed of Hypothec reference is hereby made for the terms and conditions upon and subject to which this Bond is issued and held by the holder of this Bond and for the nature and extent of the security of this Bond and to all of which the holder of this Bond by its acceptance hereof assents

As of the date of this Bond, the total principal nominal value of Bonds authorized to be issued under the Deed of Hypothec from time to time is limited to ● Dollars (\$●) in lawful currency of Canada. All Bonds at any time outstanding under the Deed of Hypothec rank *pari passu* and are equally and ratably secured by the Deed of Hypothec

This Bond shall not become obligatory until it has been certified by the Attorney under the Deed of Hypothec

This Bond may be transferred by its registered holder upon endorsement and delivery thereof

Capitalized terms used but not otherwise defined in this Bond shall have the meanings given to them in the Deed of Hypothec

**FORM OF TRANSFER**

For \_\_\_\_\_ value \_\_\_\_\_ received,  
\_\_\_\_\_ by these presents cedes and  
transfers to \_\_\_\_\_ the present 25% Demand  
Bond No \_\_\_\_\_ dated as of \_\_\_\_\_ with full power of  
substitution, as well as its rights, the principal amount and outstanding interest on  
such 25% Demand Bond, and irrevocably appoints the Attorney (as defined in such  
25% Demand Bond) as its attorney to complete the transfer on the register of  
bondholders maintained by the Attorney pursuant to the Deed of Hypothec (as  
defined in such 25% Demand Bond)

DATED \_\_\_\_\_

Signed by \_\_\_\_\_

\_\_\_\_\_  
Name  
Title

**WHEREOF ACT:**

**DONE AND PASSED** in the City of Montreal, Province of Quebec, on the date hereinabove set forth, under number Four Hundred Thirty-One (431) of the original of the minutes of the undersigned Notary

**AND** after the parties had declared to have taken cognizance of these presents and to have exempted the said Notary from reading them or causing them to be read, the said duly authorized officers directors or representatives of the Grantor and the Attorney respectively have signed these presents, all in the presence of the said Notary who has also signed

**KODAK ALARIS HOLDCO LIMITED**

By

Name Yan Besner  
Title Authorized Signatory

**HSBC BANK PLC,  
as fondé de pouvoir**

By

Name Gabriel Bastien  
Title Authorized Signatory

Mtre Keri Clair-Bookalam, Notary