

MR01

Particulars of a charge

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#53

COMPANIES HOUSE

☒ **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 the
instrument Use form MR08

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 ✓

8 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 0 3 1 0 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

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4

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

8

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 Chase 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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8550309

Charge code: 0855 0309 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 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

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE

EXECUTION VERSION

DATED 3 October 2013

KODAK ALARIS HOLDCO LIMITED
AS CHARGOR

IN FAVOUR OF

HSBC BANK PLC
AS SECURITY AGENT

SPECIFIC SECURITY AGREEMENT (SHARES)

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

Signed Clifford Chance LLP

Date 10/10/13

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

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THIS SPECIFIC SECURITY AGREEMENT is made by way of deed on 3 October 2013

BY

- (1) **Kodak Alaris Holdco Limited** a company registered in England and Wales with registration number 08550309, with its registered office at Kodak Business Centre, Hemel One, Boundary Way, Hemel Hempstead, Herts HP2 7YU (the "**Chargor**")

in favour of

- (2) **HSBC BANK plc** as trustee for each of the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**")

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement.

"**Administration Event**" means.

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor, or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Chargor or the filing of such a notice with the court

"**Collateral**" means all of the Chargor's present and after-acquired rights, title and interest in all of the Shares and the Securities Rights. It includes

- (a) anything in respect of the Shares and Securities Rights which the Chargor has at any time a sufficient right, interest or power to grant a security interest including
 - (i) anything in respect of the Shares and the Securities Rights which the Chargor holds as trustee of a trust, and
 - (ii) the Chargor's right of indemnity under a trust, and
- (b) proceeds (as that term is defined in the PPSA) arising from or received by the Chargor in connection with the Shares and the Securities Rights

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law

"**Corporations Act**" means the Corporations Act 2001 (Cth).

"**Facility Agreement**" means a multicurrency revolving facility agreement dated 3 September 2013 between, among others, KPP Holdco Limited as company, HSBC

Bank plc as agent and security agent and the financial institutions listed therein as lenders

"Issuer" means 111616 Opco (Australia) Pty Ltd ACN 164 376 881, a company registered in Victoria, Australia

"PPS Law" means

- (a) the PPSA, and
- (b) any regulations in force from time to time made under the PPSA, including the PPSA Regulations

"PPS Register" has the meaning given to the term "register" in the PPSA

"PPSA" means the Personal Property Securities Act 2009 (Cth)

"PPSA Regulations" means the Personal Property Securities Regulations 2010 (Cth)

"PPSA Security Interest" has the meaning given to the term "security interest" in the PPSA

"Receiver" means a receiver or receiver and manager of the whole or any part of the Collateral and that term will include any appointee made under a joint or several appointment

"Relevant Jurisdiction" means Victoria, Australia

"Secured Obligations" means all present and future obligations and liabilities of the Chargor (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or by some other person) to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to each of the Finance Documents including any liability in respect of any further advances made under the Finance Documents or resulting from any increase in the Total Commitments (however fundamental), except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law

"Securities" means the shares, stock, stock units, units in the capital of a corporation, debentures, bonds, interests in a managed investment scheme or other securities whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearing or settlement system on its behalf

"Securities Rights" means

- (a) all dividends, distributions, interest and other monies at any time payable to the Chargor in respect of the Shares,
- (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, Security, guarantees, indemnities and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference,

option, substitution, conversion, consolidation, sub division, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time,

- (c) any right or power to acquire or take up any Shares, interest, right or benefit in respect of or derived from the Shares held by, to the order or on behalf of the Chargor at any time,
- (d) all money (in whatever currency) and amounts payable to the Chargor or to which the Chargor is entitled now or in the future (whether alone or with any other person) on any account or in any way whatsoever under, or as holder of, any Shares or any other Securities Rights, including distributions, dividends, bonuses, profits, returns of capital, interest and all proceeds of sale, redemption or disposal, and
- (e) all rights and powers of the Chargor in respect of the Shares as a result of a reduction of capital, liquidation or scheme of arrangement

"**Security Period**" means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents

"**Shares**" means the Securities listed in Schedule 1 (*Shares*) and all of the Securities (issued by or otherwise in the capital of the Issuer) held by, to the order or on behalf of the Chargor on the date of this Agreement and at any time thereafter and all Securities Rights at any time attaching to, or arising out of such Securities, in each case, wherever located. A reference to Shares includes any part of it

1.2 Terms defined in other Finance Documents

Unless defined in this Agreement, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Agreement, or any notice given under or in connection with this Agreement

1.3 Construction

In this Agreement

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency Symbols and Definitions*) of the Facility Agreement shall apply to the construction of this Agreement, or in any notice given under or in connection with this Agreement,
- (b) any reference to the "**Security Agent**", the "**Secured Parties**", the "**Finance Parties**" or "**Chargor**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement,

- (c) references in this Agreement to any Clause or Schedule shall be to a Clause or Schedule contained in this Agreement,
- (d) unless the contrary intention appears, in this Agreement, where the following terms are used in the context of the PPS Law, they have the meanings they have in the PPSA "**amendment demand**", "**attach**", "**continuously perfected**", "**control**", "**financing statement**", "**financing change statement**", "**intermediated security**", "**investment instruments**", "**located**", "**negotiable instrument**", "**perfected**", "**possession**", "**proceeds**", "**registration**", "**securities account**" and "**verification statement**",
- (e) any reference to "**this security interest**" means the Security created or intended to be conferred by this Agreement, and
- (f) any reference to "**property**" or "**asset**" includes all present and future property, revenues, rights and assets of every description

1 4 **Incorporation of provisions from Facility Agreement**

Clauses 1 4 (*Third party rights*), 17 (*Tax gross up and indemnities*), 19 (*Other indemnities*), 41 1 (*Accounts*), 41 2 (*Certificates and determinations*) and 44 (*Amendments and waivers*) of the Facility Agreement are deemed to form part of this Agreement as if expressly incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Agreement

1 5 **Present and future assets**

- (a) A reference in this Agreement to the Collateral or any other asset includes, unless the contrary intention appears, present and after-acquired Collateral
- (b) The absence of or incomplete details of any Collateral in Schedule 1 (*Shares*) shall not affect the validity or enforceability of any Security under this Agreement

1 6 **Security Agent assumes no obligation**

The Security Agent shall not be under any obligation in relation to the Collateral as a consequence of this Agreement and the Chargor shall at all times remain liable to perform all obligations in respect of the Collateral

2 **COVENANT TO PAY**

2 1 **Covenant to pay**

The Chargor covenants with the Security Agent as trustee for the Secured Parties that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and indemnify the Security Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

2 2 Default interest

If the Chargor fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the rate determined in accordance with and on the terms set out in clause 13 3 (*Default interest*) of the Facility Agreement

3 COMMON PROVISIONS

3 1 Common provisions as to all Security

All the Security constituted by or pursuant to this Agreement is

- (a) created in respect of the whole of the Chargor's legal and beneficial interest in the Collateral,
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Agreement and the Security created by or pursuant to them on trust for the Secured Parties, and
- (c) continuing security for the payment and discharge of all the Secured Obligations

4 GRANT OF SECURITY INTEREST

4 1 Grant of security interest

The Chargor grants a security interest in the Collateral to secure the payment of the Secured Obligations

4 2 Nature of security interest

The security interest granted in Clause 4 1 (*Grant of security interest*) is a fixed charge

4 3 Attachment

The Chargor acknowledges and confirms that

- (a) the Secured Parties have given value for this security interest, including by their promises under the Finance Documents and/or by providing or continuing to make available any financial accommodation under or in connection with the Finance Documents,
- (b) nothing in any Finance Document is intended as an agreement that any Security created or conferred under this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA, and
- (c) it has not made any other agreement with a Secured Party to vary the time of attachment of any Security except in any express written agreement between the Chargor and the Security Agent

5 PROVISIONS AS TO SECURITY AND PERFECTION

5.1 Negative pledge and restriction on dealings

Except as permitted under the Facility Agreement, the Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Collateral or dispose of or otherwise deal with any part of the Collateral

5.2 Deposit of share certificates

- (a) The Chargor will
 - (i) on the date of this Agreement, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Collateral and stock transfer forms (executed in blank by it or on its behalf), and
 - (ii) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Collateral (or upon acquiring any interest therein), notify the Security Agent of that occurrence and promptly upon that accrual, or issue of any stocks, shares, warrants or other securities deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request
- (b) The Chargor will be taken to have complied with this Clause 5.2 in relation to any Shares if
 - (i) the Shares are investment instruments the Security Agent has control over those Shares for the purpose of sections 27(4) or 27(5) of the PPSA as the case may be, or
 - (ii) the Shares are intermediated securities, the Security Agent has control of those Shares for the purpose of section 26 of the PPSA

5.3 Authority and registration

The Chargor irrevocably authorises the Security Agent and its agents, solicitors, officers, employees and service providers to, at the Chargor's cost and expense

- (a) apply for and effect (in any manner the Security Agent considers necessary or desirable) any registration on the PPS Register and any other public record, filing or register,
- (b) give any notification necessary or desirable in connection with this security interest, and
- (c) complete any blanks in this Agreement or any other document associated with this Agreement, including any form, financing statement, financing change statement, amendment demand or transfer of the Collateral

The Chargor consents to any such registration, notification and/or completion

5.4 Further advances

Subject to the terms of the Facility Agreement each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated into this Agreement

6 FURTHER ASSURANCE

6.1 Further assurance

The Chargor shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices, instructions and giving control or possession with respect to any Collateral the subject of any security interest or Security) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s) to

- (a) create, perfect and/or protect the Security created or intended to be created in respect of the Collateral (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Collateral) or for the exercise of the Collateral Rights,
- (b) confer on the Security Agent Security over any Collateral located in any jurisdiction outside of Australia equivalent or similar to this security interest,
- (c) facilitate the realisation of the Collateral, and/or
- (d) ensure that the Security constituted by this Agreement is fully effective, enforceable (including being "enforceable against third parties" within the meaning of each applicable section of the PPSA or the Corporations Act) and continuously perfected (including, where applicable, by control or possession) in addition to registration) with the contemplated priority,

but this paragraph shall not, save when an Event of Default is continuing, require notice of charge or assignment to be given, or a specific charge executed over a particular asset, at a time not otherwise required under the terms of this Agreement

6.2 Necessary action

The Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Agreement

6.3 Consents

The Chargor shall, as soon as possible, use all reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each

case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the assets of the Chargor to be the subject of the relevant Security pursuant to this Agreement. Immediately upon obtaining any such consent or removing any such restriction, the asset concerned shall become subject to such Security and the Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent.

For the avoidance of doubt, the Chargor is not required to obtain any consent necessary to allow any assignment or transfer of any of the Chargor's right, title or interest in any Collateral unless an Event of Default has occurred and is continuing.

7 VOTING RIGHTS AND DIVIDENDS

7.1 Dividends prior to an Event of Default

Without prejudice to the restrictions in the Facility Agreement, save when an Event of Default is continuing in relation to the Chargor, the Chargor shall be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Collateral.

7.2 Dividends after an Event of Default

Following an Event of Default which is continuing in relation to the Chargor, the Security Agent may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor, apply all dividends, interest and other monies arising from the Collateral as though they were the proceeds of sale in accordance with Clause 13 (*Application of Proceeds*).

7.3 Voting rights prior to Security Agent Notice

Save when an Event of Default is continuing, the Chargor shall be entitled to exercise all voting rights in relation to the Collateral.

7.4 Voting rights after Security Agent Notice

Subject to Clause 7.5 (*Waiver of voting rights by Security Agent*), following an Event of Default which is continuing in relation to the Chargor, the Security Agent may (but without having any obligation to do so) give notice to the Chargor (with a copy to the Agent) that this Clause 7.4 will apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Collateral, and
- (b) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Collateral including the right, in relation to the Issuer or other company whose shares or other securities are included in the Collateral, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange,

conversion or reissue of any shares or securities as a consequence thereof),

- (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
- (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Collateral

7.5 Waiver of voting rights by Security Agent

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Chargor, at any time, by notice to the Chargor (which notice shall be irrevocable), with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Collateral conferred or to be conferred on the Security Agent pursuant to Clause 7.4 (*Voting rights after Security Agent Notice*) and the other Secured Parties unconditionally waive any rights they may otherwise have to require the Security Agent not to make such election or to require the Security Agent to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Security Agent making such election
- (b) Once a notice has been issued by the Security Agent under paragraph (a) of this Clause 7.5, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Collateral conferred or to be conferred on it pursuant to Clause 7.4 (*Voting rights after Security Agent Notice*) or any other provision of this Agreement and all such rights will be exercisable by the Chargor. The Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Collateral

7.6 Shares: Voting rights

Except as permitted by the Facility Agreement, the Chargor shall not exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Collateral in any manner, or otherwise permit or agree to or concur or participate in any

- (a) variation of the rights attaching to or conferred by all or any part of the Collateral,
- (b) increase in the issued share capital of the Issuer,
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities, or
- (d) reconstruction, amalgamation, sale or other disposal of the Issuer or any of the assets or undertaking of the Issuer (including the exchange, conversion or

reissue of any shares or securities as a consequence thereof), which, in the opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Agreement **provided that** the proceeds of any such action shall form part of the Collateral

7.7 Shares: Payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Collateral, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2.2 (*Default interest*)

7.8 Securities: Exercise of rights

The Chargor shall not exercise any of its rights and powers in relation to any of the Securities in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Agreement

8 REPRESENTATIONS

The Chargor represents and warrants to the Security Agent (for its own benefit and the benefit of each of the other Secured Parties) that no person other than the Security Agent has any Security over the Collateral that is perfected by possession or control (other than any Permitted Security or Security created by way of a Permitted Transaction)

9 GENERAL UNDERTAKINGS

- (a) (*listing*) the Chargor shall notify the Security Agent if the Shares or any Securities Rights become listed on an exchange,
- (b) (*Issuer outside Australia*) the Chargor shall notify the Security Agent if the Issuer ceases to be incorporated in Australia,
- (c) (*control and possession*) to the extent that any part of the Collateral is of a type that could be perfected by possession or control under the PPSA not, without the prior consent of the Security Agent, to allow any person other than the Security Agent to have any Security (other than Permitted Security) over the Collateral which is perfected by possession or control,
- (d) (*change of Chargor details*) it shall notify the Security Agent at least 10 Business Days before
 - (i) any change in the name of the Chargor,
 - (ii) any ABN, ARBN or ARSN is allocated or begins to apply to the Chargor or any ABN, ARBN or ARSN allocated to the Chargor changes, is cancelled or otherwise ceases to apply to it, or

- (iii) the Chargor becomes a trustee of a trust or a partner in a partnership, and
- (e) (*conversion of certificated Shares*) the Chargor shall not take any action that will convert a certificated Share into an uncertificated Share

10 ENFORCEMENT OF SECURITY

10.1 Enforcement

At any time after the occurrence of

- (a) an Event of Default (as long as it is continuing),
- (b) an Administration Event occurs in relation to the Chargor,
- (c) any event or receipt by the Security Agent of any information or the coming to attention of the Security Agent of any matter or thing whatsoever which causes the Security Agent to reasonably believe that all or any part of the Collateral is in danger of seizure, distress or other legal process or that all or any part of the Security created by or pursuant to this Agreement is otherwise for any reason whatsoever in jeopardy, or
- (d) a request from the Chargor to the Security Agent that it exercise any of its powers under this Agreement,

the Security created by or pursuant to this Agreement is immediately enforceable and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion

- (i) enforce all or any part of the Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Collateral (at the times, in the manner and on the terms it thinks fit) (including whether for cash or non-cash consideration), and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by this Agreement on any Receiver or otherwise conferred by law on chargees or Receivers

11 APPOINTMENT OF RECEIVER

11.1 Appointment and removal

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 10 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent) without prior notice to the Chargor

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Collateral, or

- (b) appoint two or more Receivers of separate parts of the Collateral, or
- (c) remove (so far as it is lawfully able) any Receiver so appointed, or
- (d) appoint another person(s) as an additional or replacement Receiver(s)

11 2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11 1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his or her acts, defaults and liabilities and for the payment of his or her remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his or her services at a rate to be fixed by the Security Agent from time to time

12 POWERS OF RECEIVER

12 1 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing the Receiver but notwithstanding any winding-up, insolvency or dissolution of the Chargor) have and be entitled to exercise, in relation to the Collateral (and any assets of the Chargor which, when got in, would be Collateral) in respect of which the Receiver was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in the Receiver's own name and, in each case, at the cost of the Chargor) and in addition to any powers conferred on the Receiver by applicable law

- (a) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and
- (b) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in the Receiver,
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the Collateral), or
 - (iii) bringing to the Receiver's hands any assets of the Chargor forming part of, or which when got in would be, Collateral

12.2 Additional powers of Receiver

In addition to and without prejudice to the generality of Clause 12 (*Powers of Receiver*), every Receiver shall (subject to any limitations or restrictions expressed in the instrument appointing the Receiver but notwithstanding any winding-up, insolvency or dissolution of the Chargor) have the following powers in relation to the Collateral (and any assets of the Chargor which, when got in, would be part of the Collateral), in respect of which the Receiver was appointed (and every reference in this Clause 12 to the "**Collateral**" shall be read as a reference to that part of the Collateral in respect of which such Receiver was appointed)

- (a) **Take Possession** power to take immediate possession of, manage, control, collect and get in the Collateral;
- (b) **Proceedings and Claims** power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with all or any part of the Collateral or this Agreement in the name of the Chargor or in the Receiver's own name and to submit to arbitration, negotiate, make or accept any arrangement, compromise and settle any such applications, claims, disputes, actions, suits or proceedings,
- (c) **Deal with Collateral** in relation to the Collateral and each and every part thereof, power to sell, transfer, convey, grant or accept surrenders of leases, vary, terminate or surrender leases, grant, vary or terminate licences or rights of user (in each case with or without consideration) or concur in any of the foregoing by the Chargor or any other receiver or manager of the Chargor (including without limitation to or in relation to the Security Agent) and including any of the foregoing from the Chargor to the Security Agent or its nominee in such manner and generally on such terms as the Receiver thinks fit,
- (d) **Borrowing** power to raise or borrow money from the Security Agent or any other person to rank either in priority to all or any part of the Security constituted by this Agreement or otherwise and with or without a mortgage or charge on the Collateral or any part of it on such terms as the Receiver shall in the Receiver's absolute discretion think fit (and no person lending such money shall be concerned to see or enquire as to the propriety or purpose of the exercise of such power or the application of money so raised or borrowed),
- (e) **Redemption of Security** power to redeem, discharge or compromise any Security, guarantee or rights of subrogation whether or not having priority to all or any part of the Security constituted by this Agreement,
- (f) **Exercise of Powers in Chargor's Name** power to exercise any or all of the above powers on behalf of and in the name of the Chargor (notwithstanding any winding-up, insolvency or dissolution of the Chargor) or on behalf of the Receiver
- (g) **Voting and Securities Rights** the power to exercise (or refrain from exercising) any voting or other rights or powers in respect of the Collateral

and the power to do everything necessary to enable the Security Agent or its nominee to receive any Securities Rights,

- (h) **Incidental Power** in addition to, and without limiting any of the powers granted to the Receiver under this Agreement or at law, all the powers and rights of any absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and
- (i) **Registration** obtain registration of the Collateral in the Security Agent's or its nominee's name

13 APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Agreement or the powers conferred by it will (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of any applicable law) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of the Receiver's remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of the Receiver's powers, and thereafter will be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the terms of the Facility Agreement

14 PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Collateral, the Security Agent or any Receiver may do so for such consideration (whether cash or non cash), in such manner and on such terms as it thinks fit

14.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of their powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings

15 POWER OF ATTORNEY

15.1 Appointment and powers

The Chargor irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on the Chargor by this Agreement or any other agreement binding on the Chargor to which the Security Agent is party

(including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Collateral and perfecting and/or releasing the Security created or intended to be created in respect of the Collateral),

- (b) enabling the Security Agent and any Receiver to exercise (subject to Clause 7.5 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Collateral)

15.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers

16 EFFECTIVENESS OF SECURITY

16.1 Continuing Security

- (a) This security interest shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing
- (b) No part of the Security from time to time intended to be constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

16.2 Cumulative rights

This security interest and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Collateral shall merge into the Security constituted by this Agreement

16.3 No prejudice

This security interest and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right

16.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute an election to affirm this Agreement or this security interest. No election to affirm this Agreement or this security interest shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

16.5 No liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking or not taking any action permitted by this Agreement or any neglect or default in connection with the Collateral or taking possession of or realising all or any part of the Collateral,

except in the case of gross negligence or wilful default upon its part

16.6 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of this security interest is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of this security interest.

16.7 Chargor intent

Without prejudice to the generality of Clause 22.4 (*Waiver of defences*) of the Facility Agreement, the Chargor expressly confirms that it intends that the Security created under this Agreement, and all Collateral Rights of the Security Agent, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing.

17 PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Collateral or in case of exercise by the Security Agent or any Receiver of any

power of sale under this Agreement, the Security Agent may redeem such prior Security or procure the transfer thereof to itself

- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with Clause 2.2 (*Default interest*)

18 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Collateral which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

19 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

20 RELEASE OF SECURITY

20.1 Release of Security

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, release and cancel the Security constituted by this Agreement and procure the reassignment to the Chargor, in each case subject to Clause 20.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

20.2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Agreement and this

security interest shall continue and such amount will not be considered to have been irrevocably discharged

21. SET-OFF

The Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Agent in accordance with Clause 13 (*Application of proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

22. ASSIGNMENT

22.1 No assignment or transfer by the Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Agreement

22.2 Assignments and transfers by the Security Agent

The Security Agent may assign and transfer all or any of its rights and obligations under this Agreement to any successor Security Agent appointed in accordance with clause 32.15 of the Facility Agreement. The Security Agent shall be entitled to disclose such information concerning the Chargor and this Agreement as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

23. NOTICES

23.1 Communications in writing

Each communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, shall be made by fax or letter

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is

(a) in the case of a Chargor

Kodak Business Centre, Hemel One, Boundary Way
Hemel Hempstead, Herts HP2 7YU

Tel +44 (0) 1442 261122

Fax +44 (0) 845 602 5992

Attn Phillip Gibbons (Chief Financial Officer)

- (b) in the case of the Security Agent
8 Canada Square, London E14 5HQ
Fax +44 (0) 20 7992 4680
Attn Phil J Brading, Loans Administration

or any substitute address, fax number, or department or officer as the Party may notify to the Agent pursuant to clause 40 (*Notices*) of the Facility Agreement by not less than five Business Days' notice

23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective
- (i) if by way of fax, when received in legible form, or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified above (or any substitute department or officer as the Security Agent shall specify for this purpose)

23.4 Notification of address and fax number

Promptly upon changing its address or fax number, each Party shall notify the other Party

23.5 Electronic communication

- (a) Any communication to be made between the Security Agent and the Chargor under or in connection with this Agreement may be made by electronic mail or other electronic means
- (i) to the extent that the Security Agent and the Chargor agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Security Agent and the Chargor
- (A) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and

(B) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice

(b) Any electronic communication made between the Security Agent and the Chargor will be effective only when actually received in readable form and in the case of any electronic communication made by the Chargor to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose

(c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5 00 p m in the place of receipt shall be deemed only to become effective on the following day

23 6 English language

(a) Any notice given under or in connection with this Agreement must be in English

(b) All other documents provided under or in connection with this Agreement must be

(i) in English, or

(ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

24 EXPENSES, STAMP TAXES AND INDEMNITY

24 1 Expenses

The Chargor shall, from time to time on demand of the Security Agent, reimburse the Security Agent for all the costs and expenses (including legal fees) on a full indemnity basis together with any taxes thereon incurred by it in connection with

(a) the negotiation, preparation and execution of this Agreement and the completion of the transactions and perfection of the Security contemplated in this Agreement, and

(b) the exercise, preservation and/or enforcement of any of the Collateral Rights or the Security contemplated by this Agreement or any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed in accordance with Clause 2 2 (*Default interest*)

24 2 Stamp Taxes

The Chargor shall pay all stamp duty, registration, notarial and other taxes and fees to which this Agreement, this security interest or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Agent on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax

24 3 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Agreement, the exercise or purported exercise of any of the Collateral Rights or otherwise relating to the Collateral

25 DISCRETION AND DELEGATION

25 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

25 2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

25 3 Exclusion of PPSA provisions

To the extent the law permits

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA
 - (i) the Security Agent and any Receiver need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4), and
 - (ii) sections 142 and 143 are excluded,
- (b) for the purposes of section 115(7) of the PPSA, the Security Agent and any Receiver need not comply with sections 132 and 137(3),
- (c) if the PPS Law is amended after the date of this Agreement to permit the Chargor and the Security Agent or any Receiver to agree to not comply with or to exclude other provisions of the PPS Law, the Security Agent or any Receiver may notify the Chargor that any of these provisions is excluded, or that the Security Agent or any Receiver need not comply with any of these

provisions, as notified to the Chargor by the Security Agent or any Receiver, and

- (d) the Chargor agrees not to exercise its rights to make any request of the Security Agent or any Receiver under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non-disclosure under that section

This Clause 25 3 applies despite any other clause in the Finance Documents

25 4 Exercise of Collateral Rights

- (a) The Collateral Rights conferred on the Security Agent and on any Receiver by this Agreement
 - (i) are in addition to and independent of any powers, rights or remedies arising by law in favour of the Security Agent or any Receiver, and
 - (ii) to the extent permitted by the law, may be exercised at any time after this Agreement has become enforceable in accordance with Clause 10 (*Enforcement of Security*) or the Collateral Rights have otherwise become exercisable in accordance with the terms of this Agreement
- (b) If the Security Agent or any Receiver exercises any Collateral Rights in connection with this Agreement, that exercise is taken not to be an exercise of any Collateral Right under the PPS Law unless the Security Agent or any Receiver (as the case may be) states otherwise at the time of exercise. However, this Clause does not apply to any Collateral Rights which can only be exercised under the PPS Law

25 5 No notice required unless mandatory

To the extent the law permits, the Chargor waives

- (a) its rights to receive any notice that is required by
 - (i) any provision of the PPS Law (including a notice of a verification statement), or
 - (ii) any other law before the Security Agent or any Receiver exercises any Collateral Right, and
- (b) any time period that must otherwise lapse under any law before the Security Agent or any Receiver exercises any Collateral Right

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer)

However, nothing in this Clause 25 5 prohibits the Security Agent or any Receiver from giving a notice under the PPS Law or any other law

25 6 Superannuation and other laws

If the Superannuation Industry (Supervision) Act 1993 (Cth), or any other law, prohibits the Chargor from charging any of the Collateral, this Security does not extend to that Collateral

26 COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement

27 GOVERNING LAW

This Agreement is governed by the laws of the Relevant Jurisdiction and the laws of the Commonwealth of Australia as they apply to the Relevant Jurisdiction

28 JURISDICTION

28 1 Courts of the Relevant Jurisdiction

The courts of the Relevant Jurisdiction have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement)

28 2 Convenient forum

The parties agree that the courts of the Relevant Jurisdiction are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

28 3 Exclusive jurisdiction

This Clause 28 3 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 28 1 (*Courts of the Relevant Jurisdiction*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions

28 4 Service of process

The Chargor agrees that the documents which start any proceedings in relation to this Agreement, and any other document required to be served in connection with those proceedings may be served on it by being delivered to 111616 Opco (Australia) Pty Limited (ABN 26 164 376 881) at its registered office or place of business in Australia, or to such other address in Australia as the Grantor may specify by notice in writing to the Security Agent. Nothing in this paragraph shall affect the right of any Secured Party to serve process in any other manner permitted by law. This Clause applies to proceedings in Australia and elsewhere

THIS SPECIFIC SECURITY AGREEMENT has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Agreement

**SCHEDULE 1
SHARES**

Name of Issuer	ABN of Issuer	Description and Number of Shares to be secured	Share Certificate Number(s)
111616 Opco (Australia) Pty Limited	26 164 376 881	10 ordinary shares of \$1 00	2

EXECUTION PAGE TO SPECIFIC SECURITY AGREEMENT (SHARES)

The Chargor

EXECUTED AS A DEED BY)
KODAK ALARIS HOLDCO LIMITED

acting by)

Name *Philip Gibbons*)

Title Director)

in the presence of

Signature of witness

Name of witness

HOLLY CAWES

Occupation of witness

Address of witness

The Security Agent

Signed by)

HSBC BANK PLC)

for and on its behalf by)

its duly authorised officer)

