

MR01

Particulars of a charge

111366/13



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

You can use the WebFil
Please go to www.companieshouse.gov.uk

TUESDAY



LD2 *L3D443E3* #38
29/07/2014
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 charge is
instrument Use form MR00

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. **Do not send the original**

1 Company details

Company number 08550309

Company name in full KODAK ALARIS HOLDINGS LIMITED
(THE "QUOTAHOLDER")

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 d 1 4 m 0 7 y 2 0 y 1 4

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, 60 QUEEN VICTORIA ST, LONDON
EC4N 4TR (THE "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

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 Chance X

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

MR01

Particulars of a charge



Presenter information

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

Contact name **Charlotte Holt**

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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th July 2014 and created by KODAK ALARIS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2014.

Given at Companies House, Cardiff on 5th August 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

KODAK ALARIS HOLDINGS LIMITED

and

KODAK ALARIS LIMITED

as Quotaholders,

11616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS
LTDA

as the Company

and

HSBC BANK PLC

as Security Agent, on behalf of or as trustee for the Secured Parties,

QUOTA AND CREDIT RIGHTS
PLEDGE AGREEMENT

We hereby certify this
to be a true copy of the
original.
Signed Clifford Chance
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ



J

This **QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT** (the "**Agreement**") is made on July 14, 2014

BETWEEN ("Parties"):

- (1) **KODAK ALARIS HOLDINGS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, and enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18.609 170/0001-33 ("**Kodak Holdings**"), herein represented by its attorney-in-fact, and
- (2) **KODAK ALARIS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18.609.168/0001-64, herein represented by its attorney-in-fact ("**Kodak Limited**" and, together with Kodak Holdings the "**Quotaholders**"),
- (3) **111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.** a limited liability company organised under the laws of the Federative Republic of Brazil ("**Brazil**") enrolled at the National Register of Legal Entities (CNPJ/MF) under No 17 692 962/0001-51, having its corporate seat in the city of São Jose dos Campos, State of São Paulo, at Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, CEP 12240-420 (the "**Company**" and, together with the Quotaholders, the "**Pledgors**"),
- (4) **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as defined below) (the "**Security Agent**");

WHEREAS.

- (A) Pursuant to the Multicurrency Revolving Facility Agreement, dated as of September 3, 2013, entered into between, *inter alia*, Kodak Holdings (previously Kodak Alaris Holdco Limited) and the Security Agent (in its capacity as agent, arranger, security agent and original lender) (the "**Facility Agreement**"), certain Lenders (as defined in the Facility Agreement) have agreed to make available to the Borrower (as defined in the Facility Agreement) a Facility (as defined in the Facility Agreement)
- (B) Certain subsidiaries of Kodak Holdings, including the Company, have agreed to execute Accession Deeds (as defined in the Facility Agreement) on this date in order to accede to the Facility Agreement as Additional Guarantors (as defined in the Facility Agreement)
- (C) In order to guarantee the payment of any and all amounts owed under the Facility Agreement by Kodak Holdings (i) the Quotaholders have agreed to grant a pledge over their quotas in the

MX ✓

Company, and (ii) the Company has agreed to grant a pledge over its credit rights, as security collateral ("**Collateral**") for the Security Agent, as representative and trustee of the Secured Parties

- (D) The Collateral created by or pursuant to this Agreement, which constitutes a Finance Document as defined under the Facility Agreement, is to be administered by the Security Agent for and on behalf of the Secured Parties (as defined in the Facility Agreement).

NOW, IT IS AGREED as follows

1. DEFINITIONS AND LANGUAGE

1.1 In this Agreement

"**Accession Deed**" has the meaning described in the Facility Agreement

"**Account**" has the meaning described in item (b) of sub-Clause 2.2

"**Additional Credit Rights**" has the meaning described in sub-Clause 3.4

"**Amendments to the Secured Obligations**" has the meaning described in sub-Clause 4.1

"**Brazil**" has the meaning described in the Preamble.

"**Brazilian Civil Code**" means the Brazilian Federal Law number 10,406 of January 10, 2002 as amended from time to time

"**Brazilian Civil Procedure Code**" means the Brazilian Federal Law number 5,869 of January 11, 1973, as amended from time to time.

"**Collateral**" has the meaning described in item (C) of the Whereas.

"**Collection Agent**" has the meaning described in item (b) of sub-Clause 2.2

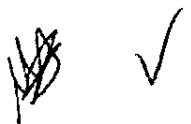
"**Company**" has the meaning described in the Preamble

"**Credit Rights**" has the meaning described in item (a) of sub-Clause 2.2

"**Event of Default**" means any event of default under the Facility Agreement

"**Existing Quotas**" has the meaning described in item (a) of sub-Clause 2.1

"**Facility Agreement**" has the meaning described in item (A) of the Whereas.



"Finance Documents" has the meaning described under the Facility Agreement

"Future Quotas" has the meaning described in item (b) of sub-Clause 2.1 below.

"Obligors" has the meaning described in sub-Clause 3.6

"Pledge" and "Pledges" have the meanings given to such terms in sub-Clause 2.2 below.

"Pledged Quotas" has the meaning described in item (b) of sub-Clause 2.1

"Pledgors" has the meaning described in the Preamble.

"Quotaholders" has the meaning described in the Preamble.

"Secured Obligations" means all obligations and liabilities at any time due, owing or incurred by the Pledgors to any Secured Party under or in connection with the Facility Agreement or any other finance document, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), including any liability in respect of any further advances made under the Facility Agreement or resulting from any increase in the Total Commitments (however fundamental). The Secured Obligations are summarized in Schedule 1 hereto.

"Secured Parties" has the meaning described under the Facility Agreement

"Security" has the meaning described under the Facility Agreement,

"Security Agent" means HSBC Bank Plc in its capacity as Security Agent under the Facility Agreement and any successor appointed as Security Agent under the Facility Agreement after the date of this Agreement

"Third Parties" means any third parties which are not a party to this Agreement nor a quotaholder of the Company

1.2 Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Facility Agreement

1.3 Construction

Any reference in this Agreement to a "sub-Clause", "Clause" or a "Schedule" shall, subject to any contrary indication, be construed as a reference to a sub-Clause, Clause or a Schedule in this Agreement

Where the context so admits, the singular includes the plural and vice versa

Handwritten signature and a checkmark.

The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement

Any reference in this Agreement to a defined document is a reference to that defined document as amended, restated, varied, novated, supplemented, superseded, extended, rescheduled, refinanced or replaced from time to time

Any reference to a party or other person or entity includes its respective successor(s) in law of that person by way of merger, any other reorganisation and any assign(s) and transferee(s) of that person and, to the extent legally possible, any legal provision to the contrary is waived

2. PLEDGES AND PLEDGE COMMITMENT

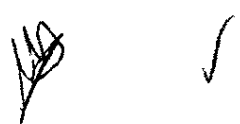
2.1 In order to secure the full and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Secured Obligations, and all of the obligations of the Pledgors hereunder, the Quotaholders hereby pledge to the Security Agent, for and on behalf of the Secured Parties, pursuant to the provisions of Articles 1,431 et seq of the Brazilian Civil Code, the following, whether now existing or hereafter acquired (the "**Quotaholders' Pledges**", and each a "**Quotaholders' Pledge**").

(a) 100% (one hundred per cent) of the capital stock of the Company, which represents on the date hereof 10,609,911 (ten million, six hundred and nine thousand, nine hundred and eleven) quotas owned by the Quotaholders representing on the date hereof the equivalent to R\$ 10,609,911.00 (ten million, six hundred and nine thousand, nine hundred and eleven reais), divided between the Quotaholders as described in Schedule 2 (the "**Existing Quotas**"),

(b) all additional quotas or shares representing the capital stock of the Company which may from time to time be subscribed, purchased or acquired by any of the Quotaholders in any manner (including, but not limited to, any additional quotas acquired by consolidation, merger, exchange of stock, stock split, corporate reorganization or otherwise), whether or not in addition to, in substitution of, as a conversion of or in exchange for any quotas of the Company held by any of the Quotaholders, together with all options, warrants or rights of any nature whatsoever that may be issued or granted by the Company to any of the Quotaholders in respect of its interest in the Company ("**Future Quotas**" and, together with the Existing Quotas, the "**Pledged Quotas**"),

(c) present and future liquidation proceeds, redemption proceeds, repaid capital in case of a capital decrease, any compensation in case of termination and/or withdrawal of a quotaholder of the Company, the surplus in case of surrender, any repayment claim for any additional capital contributions and all other pecuniary claims associated with any of the Pledged Quotas;

(d) all profits, income, cash, rights, dividends distributions, interests on capital and all other amounts received, receivable or otherwise distributed to it upon any collection or exchange of



any of the Pledged Quotas, and any property into which any of the Pledged Quotas is converted (including any deposits, securities or negotiable instruments), provided that until an Event of Default has occurred under any Secured Obligation and is continuing, the Company may freely distribute and pay, and the Quotaholders may freely receive, use and dispose of any dividends, profits or interest equity (*juros sobre capital proprio*) generated by the Pledged Quotas), subject to the terms and conditions set forth in sub-Clause 2.3 below,

(c) the Quotaholders' right to subscribe for newly issued quotas of the Company,

(f) all other rights and benefits attributable to the Pledged Quotas (including without limitation all present and future pecuniary claims of the Quotaholders against the Company arising under or in connection with any domination and/or profit and loss sharing agreement or partial profit transfer agreement which may be entered by the Quotaholders and the Company),

2.2. In order to secure the full and prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Secured Obligations, and all of the obligations of the Pledgors hereunder, the Company hereby pledges to the Security Agent, for and on behalf of the Secured Parties, pursuant to the provisions of Articles 1,431 et seq of the Brazilian Civil Code, the following, whether now existing or hereafter acquired (the "**Company's Pledges**", and each a "**Company's Pledge**", and, together with the Quotaholders' Pledges, the "**Pledges**", and each a "**Pledge**")

(a) all of the Company's trade receivables, credit rights, rights to revenues, claims, receivables and indemnification rights of any kind, including but not limited to those arising out of or in connection with any trade, sale, provision of services of any nature, agreement, contract, instruments, and any other activity conducted by the Company, now existing or arising in the future, ("**Credit Rights**") as described, at any time, in Schedule 3 hereto;

(b) any and all amounts from time to time deposited into the account number 29740843 opened by the Company and maintained at Citibank, agency 001 (respectively "**Account**" and "**Collection Agent**"), provided that until an Event of Default has occurred under any Secured Obligation and is continuing, the Company may freely use and transfer money from the Account, subject to the terms and conditions set forth in sub-Clause 2.4 below, and

(c) to the extent not included in the foregoing, all proceeds and products of the property referred to in item (a) above, including all interest, dividends, premium and other income derived from any such funds and investments and all statements, certificates and instruments representing or evidencing Credit Rights and any financial instrument related thereto and whatever is received upon any collections on, or exchange, sale or other disposition of any of such property, whether cash or non-cash proceeds, and any and all other amounts paid or payable under or in connection with any of the foregoing and any and all documents or instruments related thereto (the "**Proceeds**" and, together with the Account and the Credit Rights, the "**Pledged Rights**")



- 2.3 Notwithstanding that the dividends and all other rights and benefits listed under sub-Clause 2.1 (d) are pledged hereunder, until an Event of Default has occurred and is continuing the Company shall be entitled to freely distribute and pay, and the Quotaholders shall be entitled to freely receive and retain, all dividend and other payments to which the Quotaholders may be entitled as quotaholders of the Company, whether in cash, by the issue of any loan note, debt instrument, other financial instrument or any other form, in respect of the Existing and Future (as the case may be) Quotas and all payments in connection with any other right and benefit listed under sub-Clause 2.1 (d) and shall be freely entitled to assign and set-off any right and benefit listed under sub-Clause 2.1 (d)
- 2.4 Notwithstanding that the amounts deposited into the Account are pledged hereunder, until an Event of Default has occurred and is continuing, the Company shall be entitled to freely use and transfer money from the Account
- 2.5 Each security granted hereby is in addition to and shall not in any manner diminish or be diminished by any other Security or rights in respect thereof now or hereafter held by the Security Agent acting on behalf of and for the benefit of any Secured Parties
- 2.6 For purposes of Article 1,457 of Brazilian Civil Code, the Security Agent hereby authorizes the Company to receive all amounts arising from the Pledged Rights until the occurrence and continuance of an Event of Default
- 2.7. The validity and effect of each of the Pledges shall be independent from the validity and the effect of any of the other Pledges created hereunder
- 2.8 For the purposes of Article 1,424 of the Brazilian Civil Code, the Secured Obligations, which are hereby acknowledged and recognized by the Pledgors for all legal purposes, are described in Schedule 1 hereto

3. REGISTRATION OF THE PLEDGE

- 3.1 The Pledgors, at their expense, shall within 20 (twenty) days from the execution date hereof (i) cause the signature of the parties who have signed this Agreement outside Brazil to be notarized by a public notary and consularized at the nearest Brazilian consulate, (ii) cause this Agreement to be translated into Portuguese by a sworn translator in Brazil (*tradutor público juramentado*), (iii) amend the articles of association of the Company in order to evidence the lien created over the Pledged Quotas by amending Section 4 thereof so that it reads substantially as follows "*the totality of the quotas held by Kodak Alaris Holdings Limited and Kodak Alaris Limited currently issued and that may be issued by the Company to be held by Kodak Alaris Holdings limited and Kodak Alaris Limited are pledged in favor of HSBC Bank Plc, pursuant to the terms and conditions of the Quota and Credit Rights Pledge Agreement entered into by and among Kodak Alaris Holdings Limited, Kodak Alaris Limited, HSBC Bank Plc and 111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda on July 14, 2014*" and present such amendment for filing with the Commercial Registry of the city of São José dos



Campos, State of São Paulo, and (iv) file this Agreement with the competent Titles and Deeds Registry of the city of São José dos Campos, State of São Paulo, and deliver to the Security Agent a copy of the proper document evidencing that such filing has been completed. All expenses incurred in connection with such registrations shall be borne by the Pledgors.

- 3.2 The Pledgors shall, within 20 (twenty) days after any issuance, receipt or acquisition of any Future Quotas (i) notify the Security Agent of the issuance or acquisition of Future Quotas, (ii) have the amendment to this Agreement substantially in the form of Schedule 4 executed and (iii) submit such amendment for registration in accordance with the terms and conditions and with the provisions of sub-Clause 3.1. The Pledgors shall deliver a certified copy of such amendment duly registered to the Security Agent promptly after its registration. All expenses incurred in connection with such registrations shall be borne by the Pledgors.
- 3.3 If the Existing Quotas become, for any reason, represented by shares of the capital stock of the Company, the Pledgors shall, together with the applicable formalities described in sub-Clause 3.1 above, (i) cause this Agreement to be filed at the Company's head office, (ii) cause the Company to register the first lien pledge created under this Agreement at the State Register Book of the Company, in accordance with Article 39 of Law No. 6,404 of December 15, 1976, as follows: "~~the~~ ~~shares~~ issued by the Company, whether currently outstanding or to be issued in the future, owned by Kodak Alaris Holdings Limited and Kodak Alaris Limited have been pledged to HSBC Bank Plc as a first priority lien, under the terms of the Quota and Credit Rights Pledge Agreement dated July 14, 2014, [as amended on ~~the~~], filed at the Company's head office and registered with the ~~the~~ Registry of Titles and Deeds under No. ~~the~~ [and No. ~~the~~, respectively]."; and (iii) amend the articles of association of the Company to exclude any reference to the Pledge granted herein. The Pledgors shall promptly deliver to the Security Agent (or to whom they may designate) evidence of such registration.
- 3.4 If at any time after the date hereof, the Company establishes any new relationship which generates or is expected to generate credit rights from time to time during the effectiveness hereof, the credit rights shall be Pledged Rights for all purposes hereof ("**Additional Credit Rights**") and shall, therefore, be automatically and independently of any additional formality, subject to the Pledge created hereto, pursuant to the terms and conditions of this Agreement and its sub-Clause 2.2. Any reference to Credit Rights or Pledged Rights in this Agreement shall be equally considered a reference to any Additional Credit Rights.
- 3.5 For the full formalization of the pledge to the Security Agent of any Additional Credit Rights pursuant to Sub-Clause 3.4 above, notwithstanding the provided thereto, the Pledgors shall, while an Event of Default is continuing and upon written request by the Security Agent:
- a) execute an amendment to this Agreement substantially in the form of Schedule 5 hereto and deliver such amendment to the Security Agent in order to extend the Security and the obligations created hereunder to such Additional Credit Rights and update Schedule 3 hereto,
 - b) register the amendment to this agreement in the terms of Sub-Clause 3.1 above, as

applicable;

c) take any other action as may otherwise be required by applicable law to extend such Pledge over the Additional Credit Rights

- 3.6. For the purposes of Article 1,453 of the Brazilian Civil Code, the Company shall notify upon the written request by the Security Agent at any time while an Event of Default is continuing, in form and substance described in Schedule 6, any and all obligors under any and all agreements or instruments related to the Credit Rights ("**Obligors**") in order to (i) inform about the Pledge created hereunder, and (ii) assure that, as from the date of such notice, all payments due to the Company in respect of the Credit Rights are duly deposited directly into the Account until payment in full of the Secured Obligations
- 3.6.1 For avoidance of doubt, until an Event of Default has occurred under any Secured Obligation and the Company receives the written request described in Section 3.6 above, the Company is not required to receive the payments of the Credit Rights in the Account
- 3.7. Following a written request by the Security Agent while an Event of Default is continuing, the Company shall notify the Collection Agent, in form and substance described in Schedule 7 in order to (i) inform about the Pledge described in Sub-Clause 2.2 created hereunder, and (ii) to instruct him to transfer, at the discretion of the Security Agent upon the occurrence of an Event of Default, any related proceeds deposited into the Account, to a bank account designated by the Security Agent until the full payment of the Secured Obligations
- 3.8. Notwithstanding the foregoing, the Security Agent, at its sole discretion (and in the case of Sections 3.6 and 3.7, only following an Event of Default which is continuing), may decide to undertake any of the registrations, translations, filings and other formalities described herein if the Pledgors fail to do so after the receipt of the relevant written request from the Security Agent, whereupon the Pledgors shall reimburse the Security Agent promptly of any and all reasonable costs and expenses incurred by it related to such registrations, translations, filings and other formalities, within 5 (five) Business Days counting from the date the Pledgors receive the notice from the Security Agent accompanied by the relevant payment receipts, by way of wire transfer to the bank account to be indicated by it therein

4. **AMENDMENTS TO THE SECURED OBLIGATIONS**

- 4.1 The Pledge hereunder is constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations. The Pledge shall also cover any future extension, increase or other amendment of the Secured Obligations ("**Amendments to the Secured Obligations**"). Nevertheless, in case any future extension, increase or other amendment of the Secured Obligations changes the information provided in Schedule 1 of this Agreement, the Pledgors shall, within 15 (fifteen) days after the Amendments to the Secured Obligations take place, take all actions that may be reasonably required by the Security Agent in order to have the Collateral created hereunder securing those Secured Obligations, including (i) the execution of an



amendment to this Agreement, substantially in the form of Schedule 8 hereto, and (u) the submission of such amendment for registration in accordance with the terms and conditions and with the provisions of sub-Clause 3.1. The Pledgors shall deliver a certified copy of such amendment duly registered to the Security Agent promptly after its registration. All expenses incurred in connection with such registrations shall be borne by the Pledgors.

5. EXERCISE OF MEMBERSHIP RIGHTS

5.1. The membership rights, including the voting rights, attached to the Pledged Quotas shall at all times until an Event of Default has occurred and is continuing, and subject to the provisions of Clause 7 below, remain with the relevant Quotaholders and be exercised in any manner which (i) does not adversely affect the validity or enforceability of the of this Agreement and the Pledges hereby created; (u) does not cause an Event of Default to occur, and (iii) is not otherwise prohibited by the Facility Agreement. Following (i) the occurrence and continuance of an Event of Default, the Security Agent shall have the right to attend the quotaholders' meeting in the place of the Quotaholders in the manner set out in item (f) of Clause 10.1. In this case, if the Security Agent decides not to attend any quotaholders' meeting, it shall notify the Quotaholders with its instructions to vote, and the Quotaholders shall be entitled to exercise their voting rights in that quotaholders' meeting according to such instructions. The Quotaholders, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledge, exercise its voting rights (i) in good faith to ensure that the validity and enforceability of the Pledge and the existence of all or part of the Pledged Quotas are not in any way materially adversely affected, (u) and in a manner which does not cause an Event of Default to occur.

5.2. After an Event of Default has occurred and is continuing the deliberation of the Company referent to the matters listed below shall, notwithstanding sub-Clause 5.1, be subject to the prior written approval of the Security Agent:

- (a) any merger, consolidation, spin-off or other similar transaction relating to the Company or the conversion into another corporate type,
- (b) the liquidation, dissolution, bankruptcy, reorganization or other act that may imply a financial restructuring of the Company,
- (c) any capital reduction,
- (d) any amendment to the Company's Articles of Association which could affect the Collateral created under this Agreement or which changes, directly or indirectly, the main purpose of the Company, and
- (e) issuance of new quotas by the Company.

6. REGISTRATION OF VOTES

- 61 The Quotaholders shall cause the Company not to register or implement any vote of any of the Quotaholders that would violate or be inconsistent with any of the terms of this Agreement, or which would adversely affect the validity and enforceability of the Pledge and the existence of all or part of the Pledged Quotas

7. ENFORCEMENT AND REMEDIES

- 7.1. Notwithstanding the foregoing provisions, upon the occurrence and continuance of an Event of Default (notwithstanding any notice or other communication to the contrary from any other Person), the Security Agent, or any of its successors or assignees, if duly empowered to do so in accordance with the Finance Documents, is hereby authorized and entitled to the following, while such Event of Default is continuing

(a) With regards to the Quotaholders' Pledges, (i) dispose of, collect, receive, and/or realize upon the Quotaholders' Pledges, including the Pledged Quotas (or any part thereof) and may forthwith publicly or privately sell, assign, or otherwise dispose of and deliver the Quotaholders' Pledges, including the Pledged Quotas or any part thereof at such price, in such order and upon such terms and conditions as it may deem appropriate, subject to applicable law, irrespective of any prior or subsequent notice to any of the Pledgors, in accordance with the provisions set forth in Article 1,433 Item IV of the Brazilian Civil Code, apply the proceeds thus received for the payment and to the satisfaction of all Secured Obligations which became then due and payable, returning the excess, if any, to the appropriate Quotaholders, being vested with all necessary powers incidental thereto when necessary to accomplish the purposes of this Agreement, and (ii) to take all actions necessary to and receive all profits, income, cash, rights, dividends, distributions, interests and all other amounts paid, received or otherwise distributed in connection with the Pledged Quotas owned by the Quotaholders from time to time, including, all amounts payable upon or in respect of any foreclosure of such Pledged Quotas,

(b) With regards to the Company's Pledges, (i) dispose of, collect, transfer, charge, receive, and/or realize upon the Company's Pledges, including the Pledged Rights (or any part thereof) and may forthwith publicly or privately sell, assign, or otherwise dispose of and deliver the Company's Pledges, including the Pledged Rights or any part thereof at such price, in such order and upon such terms and conditions as it may deem appropriate, subject to applicable law, irrespective of any prior or subsequent notice to any of the Pledgors, in accordance with the provisions set forth in Article 1,433 Item IV of the Brazilian Civil Code, (ii) to take all actions necessary to and receive all profits, income, cash, rights, dividends, distributions, interests and all other amounts paid, received or otherwise distributed in connection with the Pledged Rights from time to time, including, all amounts payable upon or in respect of any foreclosure of such Pledged Rights, and (iii) instruct the Collection Agent to transfer any related proceeds to the bank account designated by the Security Agent at its discretion, apply the proceeds thus received for the payment and to the satisfaction of all Secured Obligations which became then due and payable, returning the excess, if any, to the Company, being vested with all necessary powers incidental thereto when necessary to accomplish the purposes of this

Agreement

- 7.2 Any notice by the Security Agent that an Event of Default has occurred and is continuing or has ceased or has been waived shall be conclusive as against the Pledgors and all other third parties (notwithstanding any notice or other communication to the contrary from any other Person)
- 7.3 Each and every right and remedy described in items (a) and (b) of sub-Clause 7.1 above may be exercised by the Security Agent independently of the exercise of any other right or remedy described thereto. For the avoidance of doubt it is hereby agreed that nothing contained herein shall be construed as creating an obligation to the Security Agent to enforce the Quotaholders' Pledges and the Company's Pledges jointly
- 7.4 In accordance with Articles 684 and 1,433 Item IV of the Brazilian Civil Code
- (a) each Quotaholder by way of security irrevocably appoints the Security Agent to be its attorney-in-fact and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for, upon occurrence and continuance of an Event of Default: (i) carrying out any obligation imposed on each Quotaholder by this Agreement, (ii) enabling the Security Agent to exercise all or any of its rights over the Pledged Quotas, including the rights set forth in item (a) of sub-Clause 7.1 above, and (iii) enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on each Quotaholder by or pursuant to this Agreement or by law, provided always that the Security Agent may only be entitled to exercise the powers conferred upon it by each Quotaholder under this sub-Clause 7.4 and pursuant to any powers of attorney granted to give effect to this sub-Clause 7.4, substantially in the form of Schedule 9 hereto, if any of the Quotaholders receive notice from the Security Agent stating that an Event of Default has occurred and is continuing
- (b) the Company by way of security irrevocably appoints the Security Agent to be its attorney-in-fact and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for, upon occurrence and continuance of an Event of Default: (i) carrying out any obligation imposed on the Company by this Agreement, (ii) enabling the Security Agent to issue the notifications to the Obligors and the Collection Agent described under sub-Clause 3.6 and 3.7 above, (iii) enabling the Security Agent to exercise all or any of its rights over the Pledged Rights, including the rights set forth in item (b) of sub-Clause 7.1 above, and (iv) enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on the Company by or pursuant to this Agreement or by law, provided always that the Security Agent may only be entitled to exercise the powers conferred upon it by the Company under this sub-Clause 7.4 and pursuant to any powers of attorney granted to give effect to this sub-Clause 7.4, substantially in the form of Schedule 10, if any of the Pledgors receive notice from the Security Agent stating that an Event of Default has occurred and is continuing



- 7.5. Notwithstanding the provisions of sub-Clause 7.1 and 7.4 above, the Pledgors agree that the Security Agent or any of its attorneys in-fact, may act in favor of the Pledgors, regardless of the occurrence and continuance of any Event of Default, to (a) perform all acts necessary to maintain and defend the Pledges pursuant to the terms of this Agreement, and (b) sign any document and perform any act on behalf of any Pledgor to amend this Agreement solely for the purposes set forth in sub-Clauses 3.2, 3.5 and 4.1.
- 7.6. Upon the occurrence and continuance of an Event of Default, the Pledgors
- (a) shall forthwith comply (notwithstanding any notice or other communication to the contrary from any other Person) with all written instructions received from the Security Agent in connection with this Agreement,
 - (b) shall, promptly upon request, provide the Security Agent with all information and evidence it may request concerning the Pledges to enable the Security Agent (directly or through any of its respective permitted successors or assignees) to enforce the provisions of this Agreement,
 - (c) shall not enter into any agreement that could reasonably be expected to restrict or inhibit the Security Agent's rights or ability to (i) sell or otherwise dispose of the Pledged Quotas or any part thereof, and/or (ii) transfer, receive, appropriate sell or otherwise dispose of the Pledged Rights or any part thereof
- 7.7. If Security Agent should seek to enforce the Pledges under this Clause 7, the Pledgors shall, at their own expense, render forthwith all necessary assistance in order to facilitate the prompt (i) sale of the Pledged Quotas or any part thereof to a third party pursuant to an auction process, by private sale or otherwise, and (ii) transfer of all Pledged Rights or any part thereof, to the Security Agent, and/or the exercise by the Security Agent, or the exercise of any other right it may have as pledgee, including the rights set forth under sub-Clause 7.1
- 7.8. Notwithstanding sub-Clause 2.2, upon delivery of a written notice by the Security Agent after the occurrence and continuance of an Event of Default (i) all dividends, distributions and benefits listed under sub-Clause 2.1 (d), shall immediately cease to be paid and/or distributed to the Quotaholders, and (ii) the Security Agent shall be exclusively entitled to receive or collect any and all dividends and distributions listed under sub-Clause 2.1 (d) as Collateral, to be applied, at the Security Agent's exclusive discretion, in satisfaction in whole or in part of the Secured Obligations. Any and all payments and/or distributions made to the Quotaholders in disrespect of this sub-Clause 7.8 shall be immediately (and in any case no later than 5 (five) days following such payment or distribution) transferred to the Security Agent

8. PURSUIT OF RIGHTS AND REMEDIES AGAINST THE PLEDGORS

- 8.1. When pursuing its rights and remedies hereunder against the Pledgors, the Security Agent



(directly or through any of its respective agents, successors or assignees) may, but shall be under no obligation (except as required by applicable law) to, pursue such rights and remedies as it may have against any third party or against any collateral security for or guaranty of the Secured Obligations or any right of offset with respect thereto, and any failure by the Security Agent (directly or through any of its respective agents, successors or assignees) to pursue such other rights or remedies or to collect any payments from such third party or to realize upon any such collateral security or guaranty or to exercise any such right to setoff, or any release of such third party or of any such collateral security or guaranty or right of offset, shall not relieve the Pledgors of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or resulting from applicable law, of the Security Agent

9. REPRESENTATIONS AND WARRANTIES

9.1 The Pledgors represent and warrant to the Security Agent by way of an independent guarantee that at the date hereof

(a) each of the Pledgors are validly existing under the laws of their countries of incorporation, respectively, and neither unable to pay their respective debts when due or over-indebted,

(b) each of the Pledgors is not currently insolvent or subject to any insolvency proceeding (including in case of the company any bankruptcy (*falência*), judicial or out-of-court reorganization (*recuperação judicial ou extra-judicial*),

(c) the statements made in Clause 2 are true and correct;

(d) the Existing Quotas are fully paid in and there is no obligation for any Quotaholder to make additional contributions;

(e) any capital of the Company has not been repaid in any way,

(f) all facts and corporate acts subject to registration with the Commercial Registry (*Junta Comercial*) with respect to the Company have been duly presented and filed with the applicable Commercial Registry (*Junta Comercial*) in Brazil,

(g) the Existing Quotas and the Pledged Rights are free from Securities (other than the Pledges created hereunder),

(h) each of the Pledgors has the corporate power and authority to enter into this Agreement,

(i) all necessary authorisations to enable or entitle the Pledgors to enter into this Agreement have been obtained and are in full force and effect,



(j) pursuant to the articles of association of the Company, the Pledge over the Pledged Quotas and over any and all ancillary rights and claims associated with the Pledged Quotas (as more particularly specified in Clause 2) and the enforcement of the Pledge is not subject to or require the approval of any of the Company's quotaholders or any of the management, supervisory board or other corporate body or such approval has been granted, obtained and/or resolved prior to the date of this Agreement,

(k) there are no silent partnership agreements or similar arrangements by which a Third Party is entitled to a participation in the profits or revenue of the Company;

(l) other than to the extent permitted under the Facility Agreement, no Third Party has any right, claim, title, interest, pledge, or other Security or charge whatsoever in or to the Pledged Quotas or other restrictions upon disposals which would operate to restrict in any way their disposal upon enforcement and the rights to receive dividends thereon are free from any Securities or charges whatsoever from Third Parties,

(m) other than to the extent permitted under the Facility Agreement, no Third Party has any right, claim, title, interest, pledge, or other Security or charge whatsoever in or to the Pledged Rights or other restrictions upon disposals which would operate to restrict in any way their disposal or transfer upon enforcement

(n) the Quotaholders are the true legal owners of the respective Existing Quotas and are registered as such in the respective articles of association of the Company as filed with the Commercial Registry (*Junta Comercial*), copy of which is attached as Schedule 11 (Copy of the Articles of Association of the Company) hereto;

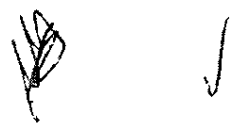
(o) the Company is the true legal owner of the Pledged Rights,

(p) to the extent required under the applicable articles of association of the Company incorporated as limited liability company, pursuant to this Agreement, all the quotaholders of the Company have granted their consents to the pledge created hereunder over the Existing Quotas,

(q) the Pledges created hereunder shall constitute a first-rank, authentic, valid, legal and perfected security interest, to guarantee the payment of the Secured Obligations, enforceable in accordance with the terms established in this Agreement,

(r) the Pledge created hereby does not (a) violate the provisions of any corporate act or constitutional document of the Pledgors, (b) constitutes a default in relation to any contract or obligation of the Pledgors, nor does it (c) infringe upon any legal provision, and

(s) the Pledgors' constitutional documents do not restrict the right to assign, transfer or pledge the Pledges

Handwritten signature and a checkmark.

10. UNDERTAKINGS OF THE PLEDGORS

10.1 During the term of this Agreement, each Quotaholder undertakes to the Security Agent, unless otherwise permitted under the Facility Agreement

(a) not to take, or participate in, any action which results or might result in any loss of ownership of all or part of the Pledged Quotas, or any other transaction which would have the same result as a sale, transfer, assignment or other disposal of the Pledged Quotas or which would materially defeat, impair or circumvent the rights of the Security Agent or the security purpose,

(b) not to encumber, permit to subsist, create or agree to create any Security, other security interest or third party right in or over the Quotaholders' Pledges or over other rights which are subject to the Quotaholders' Pledges, except to the extent as otherwise permitted under the Facility Agreement;

(c) to notify the Security Agent of any change in the shareholding in the capital of the Company and to promptly, deliver to the Security Agent a copy of the updated list of quotaholders together with a copy of the amended articles of association filed with the applicable Commercial Registry (*Junta Comercial*),

(d) to notify the Security Agent of the creation of any Security over the Quotaholders' Pledges (or part of them),

(e) to notify the Security Agent of the registration of an objection in relation to the Pledged Quotas of each Quotaholders in the quotaholders list as filed with the applicable Commercial Registry (*Junta Comercial*), such notice to be accompanied by any documents required for the Security Agent to defend themselves against any claim of a Third Party. In the case of any attachment in respect of any of the Pledged Quotas, the relevant Quotaholders shall in particular forward without undue delay to the Security Agent a copy of the attachment order, any transfer order and all other documents necessary or expedient for a defense against such attachment,

(f) to inform the Security Agent, of all matters concerning the Company of which any of the Quotaholders are aware which might materially adversely affect the validity or enforceability of the Pledges. In particular, the Quotaholders shall notify the Security Agent, of any quotaholders' meeting at which a quotaholders' resolution is intended to be adopted which could have a materially adverse effect upon the validity or enforceability of the Pledge and the existence of all or part of the Pledged Quotas,

(g) in the event of any increase in the capital of the Company, not to allow, without the prior written consent of the Security Agent, any party other than the Quotaholders to subscribe for any Future Quotas, and not to defeat, impair or circumvent in any way the rights of the Security Agent created hereunder, and corresponding security over the Future Quotas



(satisfactory to the Security Agent) in each case within 20 (twenty) days counted from subscription,

(h) to refrain from any acts or omissions, the purpose or effect of which is or would be the Pledges ceasing to exist unless as permitted by the Security Agent or as explicitly permitted under the terms of this Agreement and the Facility Agreement,

(i) upon reasonable request of the Security Agent, to make all such declarations and to take all such actions, at its own cost and expense, which are necessary and reasonable for the purpose of the creation, perfection, protection or maintenance of the security rights created or intended to be created by or pursuant to this Agreement (including, for the avoidance of doubt, to confirm or re-execute in notarial form on the same terms as contained herein and at its own costs and expenses, the Quotaholders' Pledges created hereunder),

(j) the Quotaholders shall not (unless required by mandatory law) change the articles of association of the Company to the effect that any transfer of Pledged Quotas shall only be possible with the consent of the quotaholders and amend, or vote for any amendment of, the articles of association of the Company to the extent that such amendment would or would be likely to adversely affect the enforceability of the security interest of the Security Agent created hereunder without the prior written consent of the Security Agent, and

(k) Each Quotaholder shall not (unless permitted by the terms of the Facility Agreement),
(i) create, incur or permit to exist any Security or option in favour of, or any claim of any person with respect to any of the Quotaholders' Pledges, or any interest therein, or (ii) sell, assign, transfer, exchange, or otherwise dispose of the Pledged Quotas.

10.2 During the term of this Agreement, the Company undertakes to the Security Agent, unless otherwise permitted under the Facility Agreement:

(a) not to take, or participate in, any action which results or might result in any loss of ownership of all or part of the Pledged Rights, or any other transaction which would have the same result as a sale, transfer, assignment or other disposal of the Pledged Rights or which would materially defeat, impair or circumvent the rights of the Security Agent or the security purpose,

(b) not to encumber, permit to subsist, create or agree to create any Security, other security interest or third party right in or over the Company's Pledges or over other rights which are subject to the Company's Pledge, except to the extent as otherwise permitted under the Facility Agreement,

(c) to notify the Security Agent of the creation of any Security over the Pledges (or part of them),



(d) upon the occurrence of an Event of Default, to instruct all Obligors to pay any amounts due under the Pledged Rights directly to the Account. Notwithstanding the foregoing, if the Company receives any such amount after the occurrence of an Event of Default, it shall hold such amount in trust for and as depository on behalf of the Security Agent, segregated from its other funds, and shall immediately deliver such amount in the form received, with any necessary endorsements and adequately identified as to its origins, to the Collection Agent for deposit in the Account in accordance with this Agreement.,

(e) to refrain from any acts or omissions, the purpose or effect of which is or would be the Pledges ceasing to exist unless as permitted by the Security Agent or as explicitly permitted under the terms of this Agreement and the Facility Agreement,

(f) upon reasonable request of the Security Agent, to make all such declarations and to take all such actions, at its own cost and expense, which are necessary and reasonable for the purpose of the creation, perfection, protection or maintenance of the security rights created or intended to be created by or pursuant to this Agreement (including, for the avoidance of doubt, to confirm or re-execute in notarial form on the same terms as contained herein and at its own costs and expenses, the Company's Pledges created hereunder),

(g) the Company shall not (unless permitted by the terms of the Facility Agreement or by this Agreement), (i) create, incur or permit to exist any Security or option in favour of, or any claim of any person with respect to any of the Company's Pledges, or any interest therein, or (ii) sell, assign, transfer, exchange, or otherwise dispose of the Pledged Rights

II. DURATION AND INDEPENDENCE

11.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. The Pledges shall not cease to exist if the Secured Obligations have only temporarily been discharged.

11.2 This Agreement shall create a continuing security collateral and no Amendments to the Secured Obligations shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgors pursuant to it, provided that the terms and conditions of sub-Clause 4.1 are met by the Parties.

11.3 This Agreement is independent from any other security, collateral or guarantee which may have been or will be given to the Security Agent. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.

11.4 The Pledgors hereby agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party.

12. TERMINATION AND RELEASE OF PLEDGE



- 12.1. The security interests constituted by this Agreement shall be released and cancelled, and this Agreement terminated at the request and cost of the Pledgors, upon the Secured Obligations being irrevocably paid or discharged or cancelled in full

13. PARTIAL INVALIDITY, WAIVER

- 13.1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction
- 13.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law

14. INCONSISTENCIES

- 14.1 If there is any inconsistency between this Agreement and the Facility Agreement, the provisions of the Facility Agreement shall prevail

15. AMENDMENTS

- 15.1 Changes, modifications, supplementations and amendments to this Agreement including this Clause 15 shall be made in writing

16. NOTICES

- 16.1 All notices and other communications provided for herein shall be in writing and (to the extent permitted by the applicable notice provision) shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or email, as follows

If to Kodak Holdings
Kodak Alaris Holdings Limited
Hemel One, Boundary Way,
Hemel Hempstead, Hertfordshire, UK, HP2 7YU
Attention: Philip Gibbons

If to Kodak Limited
Kodak Alaris Limited

Hemel One, Boundary Way,
Hemel Hempstead, Hertfordshire, UK, HP2 7YU
Attention Phillip Gibbons

If to the Company
Kodak Alaris Brasil
Rodovia Presidente Dutra Km 154 7
São Jose dos Campos, SP, 12240-420
Attention Gilberto P Brunato
Telecopy +55 12 39326041
email gilberto.brunato@kodakalaris.com

If to the Security Agent
HSBC Bank Plc
The Manager
First Floor
60 Queen Victoria Street
London, EC4N 4TR

- 16.2 Any and all notices, instructions, and communications relating to this Agreement shall be deemed valid and delivered on the date of their respective receipt, evidenced by a receipt form signed the recipient or, in case of delivery by fax or regular mail, as indicated in the receipt acknowledgement form

17. APPLICABLE LAW, JURISDICTION

- 17.1 This Agreement and any non-contractual obligation arising out of or in connection with this Agreement shall be governed by and construed and interpreted in accordance with the laws of Brazil. The parties irrevocably submit to the jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, for any action or proceeding to resolve any dispute or controversy related to or arising from this Agreement and the parties irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts, with the waiver of the jurisdiction of any other court, however privileged it may be.

18. LANGUAGE

- 18.1. This Agreement has been negotiated and executed in the English language. Except as provided in this Agreement (i) all certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements thereto) shall be in the English language or accompanied by a sworn English translation thereof, and (ii) in the case of any document originally issued in a language other than English, the English language sworn translation of any such document shall for purposes of this Agreement (absent manifest error) control the meaning of the matters set forth therein.



19 SPECIFIC PERFORMANCE

- 19.1. For the purposes hereof, any of the Parties may seek the specific performance of the obligations of the other party hereunder, as provided in the Brazilian Civil Procedure Code.

[Remainder of the page intentionally left blank. Signature page follows.]

[Handwritten signature and checkmark]

IN WITNESS WHEREOF the parties sign this instrument in 5 (five) originals of equal content, to one sole effect, together with the 2 (two) undersigned witnesses

City of São Paulo, State of São Paulo - Brazil, July 14, 2014

11°

HSBC BANK PLC

By:
Title

Cartório do 11º Tabelião de Notas de São Paulo
R. Domingos de Fozes, 1167 - Vila Mariana - SP - Cep 05131-110 - Fone: (11) 5083-3795
Bel. Paulo Augusto Rodrigues Cruz - Tabelião

Reconheço por SEMELHANÇA COM VALOR ECONÔMICO a(s) Firma(s) de: GUILHERME DE
FIGUEIREDO FORBES, a qual confere com padrão depositado em cartório.
São Paulo/SP, 25/07/2014 - 16:26:23
Reg: 09F082A8 Em Testemunho da verdade Total R\$ 6,80
Usuário: Gerson ANDERSON FRANCA DE SOUZA ESCRIVÃO



114

[Signature page of the Quota and Credit Rights Pledge Agreement relating to 111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda]



Manoel Fritts

KODAK ALARIS HOLDINGS LIMITED



Manoel Fritts

KODAK ALARIS LIMITED

By
Title:

111616 OPÇO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.



Manoel Fritts

By
Title:

By
Title:

Witnesses



Evelyn Roque Leal

Name

RG

Evelyn Roque Leal

CPF

RG. 35 242 897-1

CPF: 362 120 158-05



Adriana Reis

Name: ADRIANA DOS SANTOS REIS

RG 45 477 891 0

CPF: 354 909 708 32

Cartório do 11º Tabelião de Notas de São Paulo
R. Duque de Caxias, 1262 - Vila Olimpia - SP - CEP 01106-100 - Fone: (11) 5095-1775
R. Paulo Augusto Rodrigues da Cruz - Tab. 110

Reconheço por SEMELHANÇA COM VALOR (ECONOMICO) a(s) Firma(s) de: EVELYN ROQUE LEAL e ADRIANA DOS SANTOS REIS, a qual confere: cópia depositado em Cartório.

São Paulo/SP, 28/07/2014 - às 13:15

Sig: 944AB08L Em Testemunho da Verdade Total R\$ 13,60

Usuário: GERSON GERSON PIMENTA ESCRIVÃO

1097AB057535



TABELIÃO OLIVEIRA LIMA
15ª Cartório de Notas
Rua João Roberto de Oliveira Lima

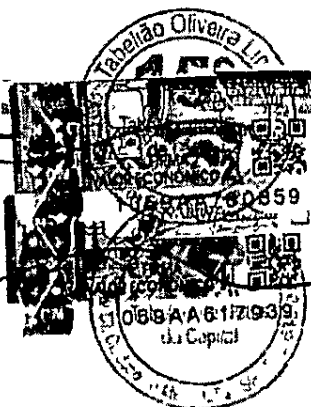
Av. Dr. Cardoso de Melo, 185A, CEP: 04348-005
Vila Olímpia - esquina com a Rua Funchal - São Paulo - SP
PABX: (11) 3068-9100 - www.15notas.com.br

Reconheço por SEMELHANÇA COM FALSO ECONOMICO/a(s) Fim(a) de
MARCELO FREITAS GOMES (3 ATOS) a qual confere com padrão
depositado em cartório.
São Paulo/SP, 28/07/2014 - 12:38:51

En Testemunho de verdade, Total R\$: 20,40
RODRIGO BELGAM JARDIM - ESCRIVÃO AUT.

Etiqueta: 345767 Selos AA/60959 AA 41739

VALIDO SUBSTITUTO COM O SELLO DE AUTENTICAÇÃO ABB23831



SCHEDULE 1

DESCRIPTION OF THE SECURED OBLIGATIONS

Principal	Subject to any increase under Clause 2.2 (<i>Accordion Increase in Commitments</i>) of the Facility Agreement, the aggregate of the Commitments is \$60,000,000 US dollars at the date of the Facility Agreement.
Interest Rate	The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable: (a) Margin (2.75 per cent per annum); (b) LIBOR or, in relation to any Loan in euro, EURIBOR, and (c) Mandatory Cost (calculated in accordance with Schedule 4 of the Facility Agreement, if any) "LIBOR" means, in relation to any Loan (a) the applicable Screen Rate, (b) (if no Screen Rate is available for the Interest Period of that Loan) the Interpolated Screen Rate for that Loan, or (c) if (i) no Screen Rate is available for the currency of that Loan, or (ii) no Screen Rate is available for the Interest Period of that Loan and it is not possible to calculate an Interpolated Screen Rate for that Loan, the Base Reference Bank Rate, as of, in the case of paragraphs (a) and (c) above, the Specified Time on the Quotation Day for the currency of that Loan and for a period equal in length to the Interest Period of that Loan "EURIBOR" means, in relation to any Loan in euro (a) the applicable Screen Rate, (b) (if no Screen Rate is available for the Interest Period of that Loan)

	the Interpolated Screen Rate for that Loan; or (c) if (i) no Screen Rate is available for the Interest Period of that Loan; and (ii) it is not possible to calculate an Interpolated Screen Rate for that Loan, the Base Reference Bank Rate, as of, in the case of paragraphs (a) and (c) above, the Specified Time on the Quotation Day for euro and for a period equal in length to the Interest Period of that Loan
Term of Facility Agreement	The Borrower shall repay each Loan on the last day of its Interest Period, but no later than the third anniversary of the Facility Agreement

All of the other financing characteristics are expressly described in the Facility Agreement, which terms and conditions the Parties acknowledge and agree.

Capitalized terms provided herein shall have the respective meanings assigned to such terms in the Facility Agreement

SCHEDULE 2

TABLE OF QUOTAHOLDERS

Quotaholders	Quotas	Value (R\$)
KODAK ALARIS HOLDINGS LIMITED	10,609,910	10,609,910 00
KODAK ALARIS LIMITED	1	1 00
Total	10,609,911	10,609,911 00



SCHEDULE 3

DESCRIPTION OF THE CREDIT RIGHTS

- 1 All credits of 111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda ("Opco Brasil") related to the *Acordo Comercial - Incentivo para Papel Fotográfico Kodak* entered into by and between Kodak Brasileira Comércio de Produtos para Imagem e Serviços Ltda ("Kodak Brasileira") and Vitória Colouda Material Fotográfico Ltda ("Vitória") on September 27, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement entered into by and between Kodak Brasileira, Kodak da Amazônia Indústria e Comércio Ltda. ("Kodak Amazônia"), Opco Brasil, and 111616 Opco Manaus Indústria e Comércio de Material Fotográfico Ltda ("Opco Manaus") on May 1, 2014 ("Local Purchase and Sale Agreement").
- 2 All credits of Opco Brasil related to the *Acordo Comercial - Incentivo para Papel Fotográfico Kodak* entered into by and between Kodak Brasileira and Sena Distribuidora de Materiais Fotográficos Ltda - ME on May 22, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement.
- 3 All credits of Opco Brasil related to the *Contrato de Incentivo, Fornecimento de Produtos e outras Avenças* entered into by and between Kodak Brasileira, Kodak Amazônia and Ius Color Express Comércio de Materiais Fotográficos Ltda on September 19, 2013, assigned by Kodak Brasileira and Kodak Amazônia to Opco Brasil and Opco Manaus pursuant to the Local Purchase and Sale Agreement.
- 4 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and DP13 – Comercial e Tecnologia em Informática Ltda on February 07, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement.
- 5 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira, Datafilme Sistemas de Imagem e Informação Ltda, Datadigital Microfilmagem e Organização de Arquivos Ltda, and Datacop Comércio e Serviços de Microfilmagem Ltda on February 21, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement.
- 6 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and Scantek Tecnologia em Imagens e Serviços Ltda on July 22, 2010, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement.



- 7 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and High Digital Storage Informática Ltda on January 31, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 8 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and Geraldo Streck Gerenciamento de Imagem e Informação Ltda on March 16, 2009, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 9 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and Czai Soluções em Tecnologia da Informação Ltda on January 29, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 10 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and GHS Informática Ltda on February 27, 2010, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 11 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and Netscan Digital Ltda on March 10, 2009, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 12 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos Digitais e Híbridos* entered into by and between Kodak Brasileira and Centik Comércio Importação Exportação Ltda on February 26, 2009, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 13 All credits of Opco Brasil related to the *Contrato de Prestação de Serviços* entered into by and between Kodak Brasileira and Netz Tecnologia da Informação Ltda on December 20, 2012, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 14 All credits of Opco Brasil related to the *Acordo Comercial - Incentivo para Papel Fotográfico Kodak* entered into by and between Kodak Brasileira and Revela Photo Digital – Comércio de Materiais Fotográficos Ltda on May 03, 2013, assigned by Kodak Brasileira to Opco Brasil pursuant to the Local Purchase and Sale Agreement
- 15 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos* entered into by and between Kodak Brasileira, Kodak Amazônia and Fujioka Eletro Imagem S.A on October 28, 2013, assigned by Kodak Brasileira and Kodak Amazônia to Opco Brasil and Opco Manaus pursuant to the Local Purchase and Sale Agreement
- 16 All credits of Opco Brasil related to the *Contrato de Revenda de Produtos* entered into by and between Kodak Brasileira, Kodak Amazônia and Inter Color Laboratório, Comércio e Importação de Material Fotográfico Ltda, Loureiro & Fernandes Comércio Atacadista de Materiais Fotográficos Ltda on



October 28, 2013, assigned by Kodak Brasileira and Kodak Amazônia to Opco Brasil and Opco Manaus pursuant to the Local Purchase and Sale Agreement

17. All credits of Opco Brasil related to the sale of products to Walmart and Carrefour in Brazil

SCHEDULE 4

FORM OF AMENDMENT TO QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT

This [=] Amendment to a QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT (the "Amendment") is made as of [=]

BETWEEN ("Parties"):

- (1) **KODAK ALARIS HOLDINGS LIMITED**, a company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, and enrolled at the National Register of Legal Entities (CNPJ/MF) under the No. 18.609.170/0001-33 ("**Kodak Holdings**"), herein represented by its attorney-in-fact, and
- (2) **KODAK ALARIS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, enrolled at the National Register of Legal Entities (CNPJ/MF) under the No. 18.609.168/0001-64, herein represented by its attorney-in-fact ("**Kodak Limited**" and, together with Kodak Holdings the "**Quotaholders**"),
- (3) **111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.**, a limited liability company organised under the laws of the Federative Republic of Brazil ("**Brazil**") enrolled at the National Register of Legal Entities (CNPJ/MF) under No. 17.692.962/0001-51, having its corporate seat in the city of São José dos Campos, State of São Paulo, at Rodovia Presidente Dutta, Km 154,7, sala 1, térreo, Parte D do prédio 06, CEP 12240-420 (the "**Company**" and, together with the Quotaholders, the "**Pledgors**"),
- (4) **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as defined below) (the "**Security Agent**"),

WHEREAS:

- (A) On July 14, 2014, the Parties hereto entered into an Quota and Credit Rights Pledge Agreement ("**Agreement**"),
- (B) Pursuant to sub-Clause 3.2 of the Agreement and the terms hereof, the Parties hereto have agreed to amend the Agreement in order to grant to the Security Agent, to the extent permitted under applicable law, a perfected first priority security interest over certain relevant additional quotas of the Company,

NOW, THEREFORE, the Parties hereto enter into this Amendment under the following terms and conditions

1 Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement

2 The Parties hereby amend item (a) of sub-Clause 2.1 of the Agreement, which as of this date, shall read as follows

"(a) 100% (one hundred per cent) of the Capital Stock of the Company, which represents on the date hereof ~~[==]~~ (~~[==]~~) quotas owned by the Quotaholders representing on the date hereof the equivalent to R\$~~[==]~~ (~~[==]~~ reais), divided between the Quotaholders as defined in Schedule 2 (the "Existing Quotas"),

3 The Parties hereby amend Schedule 2 of the Agreement, which as of this date, shall be replaced by Schedule A hereto

4 Each Party represents to the other, on this date, the same representations given in the Agreement

5 All the provisions of the Agreement not expressly altered or modified by this Amendment shall remain in full force and effect, and are hereby expressly ratified by the Parties

6 This Amendment shall be governed by and construed and interpreted in accordance with the laws of the Federative Republic of Brazil. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, in any action or proceeding to resolve any dispute or controversy related to or arising from this Amendment. The Security Agent may, at its exclusive discretion, apply to a competent court for specific performance of the obligations assumed by the Pledgor, pursuant to Articles 461, 621 and 632 of the Brazilian Civil Procedure Code.

7. This Agreement has been negotiated and executed in the English Language. Except as provided in this Agreement (i) all certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements thereto) shall be in the English language or accompanied by a sworn English translation thereof, and (ii) in the case of any document originally issued in a language other than English, the English language sworn translation of any such document shall for purposes of this Agreement (absent manifest error) control the meaning of the matters set forth therein

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed in the presence of the undersigned witnesses

[City], [date]



[•]
Name
Title

[•]
Name
Title

Witnesses.

Name
RG.
CPF.

Name
RG
CPF



✓

**SCHEDULE A TO THE SCHEDULE 4 "FORM OF AMENDMENT TO QUOTA AND
CREDIT RIGHTS PLEDGE AGREEMENT"**

SCHEDULE A

TABLE OF QUOTAHOLDERS

SCHEDULE 5

FORM OF AMENDMENT TO QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT

This ~~is~~¹ Amendment to the QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT (the "Amendment") is made as of ~~the~~², by and between

- (1) **KODAK ALARIS HOLDINGS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, and enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18 609 170/0001-33 ("**Kodak Holdings**"), herein represented by its attorney-in-fact, and
- (2) **KODAK ALARIS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18 609 168/0001-64, herein represented by its attorney-in-fact ("**Kodak Limited**" and, together with Kodak Holdings the "**Quotaholders**"),
- (3) **111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.** a limited liability company organised under the laws of the Federative Republic of Brazil ("**Brazil**") enrolled at the National Register of Legal Entities (CNPJ/MF) under No 17 692 962/0001-51, having its corporate seat in the city of São Jose dos Campos, State of São Paulo, at Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, CEP 12240-420 (the "**Company**" and, together with the Quotaholders, the "**Pledgors**"),
- (4) **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as defined below) (the "**Security Agent**"),

WHEREAS

- (A) on July 14, 2014, the Parties hereto entered into a Quota and Credit Rights Pledge Agreement ("**Agreement**"),
- (C) pursuant to item (a) of sub-Clause 3.5 of the Agreement and the terms hereof, the Parties hereto have agreed to amend the Agreement in order to grant to the Security Agent, to the extent permitted under applicable law, a perfected first priority security interest over certain relevant additional credit rights of the Company,

NOW, THEREFORE, the Parties hereto enter into this Amendment under the following terms and conditions

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement



2 The Parties hereby amend Schedule 3 of the Agreement, which as of this date, shall be replaced by Schedule A hereto

3 Each Party represents to the other, on this date, the same representations given in the Agreement

4 All provisions of the Agreement not amended or modified herein shall remain in full force and effect in accordance with the terms of the Agreement

5 This Amendment shall be governed by and construed and interpreted in accordance with the laws of the Federative Republic of Brazil. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, in any action or proceeding to resolve any dispute or controversy related to or arising from this Amendment. The Security Agent may, at its exclusive discretion, apply to a competent court for specific performance of the obligations assumed by the Pledgors, pursuant to Articles 461, 621 and 632 of the Brazilian Civil Procedure Code

6 This Agreement has been negotiated and executed in the English language. Except as provided in this Agreement (i) all certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements thereto) shall be in the English language or accompanied by a sworn English translation thereof, and (ii) in the case of any document originally issued in a language other than English, the English language sworn translation of any such document shall for purposes of this Agreement (absent manifest error) control the meaning of the matters set forth therein

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed in the presence of the undersigned witnesses

[City], [date]

[•]

Name

Title

[•]

Name

Title



Witnesses

Name

(PF)

Name

(PF)

[Handwritten signature]

✓

**SCHEDULE A TO THE SCHEDULE 5 "FORM OF AMENDMENT TO QUOTA AND
CREDIT RIGHTS PLEDGE AGREEMENT"**

SCHEDULE A

DESCRIPTION OF THE CREDIT RIGHTS

[Handwritten signature]

✓

SCHEDULE 6

NOTICE TO OBLIGOR

Date and Place

To

[Name of the Obligor]

Re Pledge of Credit Rights

Dear Sir or Madam,

We hereby inform you that we have entered into a Quota and Credit Rights Pledge Agreement ("**Agreement**") with HSBC Bank plc, acting as security agent ("**Security Agent**"), according to which we have pledged in favor of the Security Agent certain credit rights

As a result of the aforementioned pledge, from this date onwards, the payments to us under any credit shall be exclusively deposited into the account number [], agency [], held by [] ("**Collecting Agent**"), unless otherwise instructed in writing by the Security Agent

We hereby represent and covenant that this notice is directed to you by us on irrevocable and unconditional basis, and that you shall comply with the terms hereunder until you receive another notification from the Security Agent, informing the termination of the Agreement

We remain at your disposal for any further clarifications,

Yours sincerely,

Name

Title

Acknowledged and Agreed

[Obligor]

Date



SCHEDULE 7
NOTICE TO COLLECTION AGENT

Date and Place

To

[Name of the Collection Agent]

Re . Pledge of the amounts due under the Account n° []

Dear Sir or Madam,

We hereby inform you that we have entered into a Quota and Credit Rights Pledge Agreement ("Agreement") with HSBC Bank plc, acting as security agent ("Security Agent"), according to which we have pledged in favor of the Security Agent all of our credit rights deposited into the account number [], agency [], held by you ("Account")

As a result of the aforementioned pledge, from this date onwards, upon the receipt of a written notice from the Security Agent, you shall transfer any related proceeds deposited into the Account to a bank account designated by the Security Agent at its discretion until the full payment of the Secured Obligations

We hereby represent and covenant that this notice is directed to you by us on irrevocable and unconditional basis, and that the obligation to transfer the amounts deposited into the Account in favor of the Security Agent shall remain valid until you receive another notification from the Security Agent, informing either (i) the termination of the Agreement, or the (ii) full payment of the Secured Obligations (as defined in the Agreement), provided that only the Security Agent may change this instructions on the Account

We remain at your disposal for any further clarifications,

Yours sincerely,

Name

Title

Acknowledged and Agreed

[Collecting Agent]

Date



SCHEDULE 8

FORM OF AMENDMENT TO QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT

This [=] Amendment to a QUOTA AND CREDIT RIGHTS PLEDGE AGREEMENT (the "**Amendment**") is made as of [=]

BETWEEN ("Parties"):

- (1) **KODAK ALARIS HOLDINGS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, and enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18 609 170/0001-33 ("**Kodak Holdings**"), herein represented by its attorney-in-fact, and
- (2) **KODAK ALARIS LIMITED**, company organised under the laws of England and Wales, having its corporate seat at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, United Kingdom, HP2 7YU, enrolled at the National Register of Legal Entities (CNPJ/MF) under the No 18 609 168/0001-64, herein represented by its attorney-in-fact ("**Kodak Limited**" and, together with Kodak Holdings the "**Quotaholders**"),
- (3) **111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.** a limited liability company organised under the laws of the Federative Republic of Brazil ("**Brazil**") enrolled at the National Register of Legal Entities (CNPJ/MF) under No 17 692 962/0001-51, having its corporate seat in the city of São Jose dos Campos, State of São Paulo, at Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, CEP 12240-420 (the "**Company**" and, together with the Quotaholders, the "**Pledgors**"),
- (4) **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as defined below) (the "**Security Agent**"),

WHEREAS:

- (A) On July 14, 2014, the Parties hereto entered into an Quota and Credit Rights Pledge Agreement ("**Agreement**"),
- (B) Pursuant to sub-Clause 4.1 of the Agreement, the Parties undertook to amend the Agreement in order to evidence the extension of the pledge made thereunder to the Amendments to the Secured Obligations by updating Schedule 1 of the Agreement,



NOW, THEREFORE, the Parties hereto enter into this Amendment under the following terms and conditions

1 Capitalized terms used in this Amendment and not defined otherwise have the same meaning attributed to them in the Agreement

2 The Parties hereby amend Schedule 1 of the Agreement, which as of this date, shall be replaced by Schedule A hereto

3 Each Party represents to the other, on this date, the same representations given in the Agreement

4 All the provisions of the Agreement not expressly altered or modified by this Amendment shall remain in full force and effect, and are hereby expressly ratified by the Parties

5 This Amendment shall be governed by and construed and interpreted in accordance with the laws of the Federative Republic of Brazil. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts sitting in the City of São Paulo, State of São Paulo, Brazil, in any action or proceeding to resolve any dispute or controversy related to or arising from this Amendment. The Security Agent may, at its exclusive discretion, apply to a competent court for specific performance of the obligations assumed by the Pledgors, pursuant to Articles 461, 621 and 632 of the Brazilian Civil Procedure Code

6 This Agreement has been negotiated and executed in the English Language. Except as provided in this Agreement (i) all certificates, reports, notices and other documents and communications given or delivered pursuant to this Agreement (including any modifications or supplements thereto) shall be in the English language or accompanied by a sworn English translation thereof, and (ii) in the case of any document originally issued in a language other than English, the English language sworn translation of any such document shall for purposes of this Agreement (absent manifest error) control the meaning of the matters set forth therein

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed in the presence of the undersigned witnesses

[City], [date]

[•]

Name

Title



✓

[•]

Name

Title

Witnesses:

Name

RG

CPF

Name

RG

CPF





**SCHEDULE A TO THE SCHEDULE 8 "FORM OF AMENDMENT TO QUOTA AND
CREDIT RIGHTS PLEDGE AGREEMENT"**

SCHEDULE A

[Handwritten signature]

✓

SCHEDULE 9

FORM OF POWER OF ATTORNEY FOR THE QUOTAHOLDERS

[QUOTAHOLDER], [==] ("Grantor"), herein represented by its attorney-in-fact, irrevocably constitute and appoint **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as described in the Agreement) (the "**Security Agent**"), pursuant to the terms and conditions set forth in the Quota and Credit Rights Pledge Agreement dated as of the date hereof ("**Agreement**"), as its ATTORNEY-IN-FACT, to act on its behalf, in case an Event of Default has occurred and is continuing (as defined in the Agreement), to the extent permitted by applicable law and by the Agreement, to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable in connection with the Agreement to preserve and enforce the rights of the Security Agent under the Agreement, including without limitation:

- (i) to carry out any obligation imposed on the Grantor by the Agreement,
- (ii) to enable any receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on by or pursuant to the agreement or by law,
- (iii) to enable the Security Agent to exercise, or delegate the exercise of, all or any of its rights over the Pledged Quotas, including the rights set forth in item (a) of sub-Clause 7.1 of the Agreement,
- (iv) to dispose of, collect, receive, and/or realize upon the Pledges, including the Pledged Quotas (or any part thereof) and forthwith publicly or privately sell, assign or otherwise dispose of and deliver the Pledges, including the Pledged Quotas or any part thereof at such price and upon such terms and conditions as it may deem appropriate, subject to applicable law, irrespective of any prior or subsequent notice to the Grantor, in accordance with the provisions set forth in Article 1,433, Item IV of the Brazilian Civil Code, apply the proceeds thus received for the payment and to the satisfaction of all Secured Obligations which became then due and payable, returning the excess, if any, to the Grantor, being vested with all necessary powers incidental thereto when necessary to accomplish the purposes of the Agreement,
- (v) to take all actions necessary to and receive all profits, income, cash, rights, dividends, distributions, interests and all other amounts paid, received or otherwise distributed in connection with the Pledged Quotas owned by the Grantor from time to time, including, all amounts payable upon or in respect of any foreclosure of such Pledged Quotas,
- (vi) to purchase foreign currency and make all remittances abroad, sign any necessary foreign exchange contract with financial institutions in Brazil that may be required to make such remittances, and to represent the Grantor before the Central Bank of Brazil and any other Brazilian governmental authority necessary to accomplish the purposes of the Agreement,

(vi) to take all necessary actions and to execute any instrument before any Governmental Authority in the case of a public sale of the Pledged Quotas in accordance with the terms and conditions set out in the Agreement,

(viii) to take any action and to execute and register any instrument consistent with the terms of the Agreement as the Security Agent may deem necessary or advisable to accomplish the purposes of the Quota and Credit Rights Pledge Agreement, including any amendments to the Articles of Association of the Company (as defined under the agreement) and registry of such amendment under the competent Commercial Registry (*Junta Comercial*), and

(ix) to perform any acts necessary to defend and maintain the Pledges

Capitalized terms used but not defined herein shall have the meanings ascribed to them or incorporated by reference in the Agreement

The powers granted herein are in addition to the powers granted by the Grantor to the Security Agent under the Agreement or any other document and do not cancel or revoke any of such powers

This power of attorney is granted in connection with the Agreement and as a means to comply with the obligations set forth therein, in accordance with Articles 684 and 1,433 Item IV, of the Brazilian Civil Code, and shall be irrevocable, valid and effective until the Agreement has been terminated in accordance with its terms and conditions

This power of attorney shall be governed by and construed and interpreted in accordance with the laws of Brazil.

[==], [==] _____, [2014]

[QUOTAHOLDER]

By

Title



SCHEDULE 10

FORM OF POWER OF ATTORNEY FOR THE COMPANY

111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA. a limited liability company organised under the laws of the Federative Republic of Brazil ("Brazil") enrolled at the National Register of Legal Entities (CNPJ/MF) under No 17 692 962/0001-51, having its corporate seat in the city of São Jose dos Campos, State of São Paulo, at Rodovia Presidente Dutta, Km 154,7, sala 1, térreo, Parte D do prédio 06, CEP 12240-420 ("**Grantor**"), herein represented by its attorney-in-fact, irrevocably constitute and appoint **HSBC BANK PLC** in its capacity as Security Agent for the Secured Parties under the Facility Agreement (as described in the Agreement) (the "**Security Agent**"), pursuant to the terms and conditions set forth in the Quota and Credit Rights Pledge Agreement dated as of the date hereof ("**Agreement**"), as its ATTORNEY-IN-FACT, to act on its behalf, in case an Event of Default has occurred and is continuing (as defined in the Agreement), to the extent permitted by applicable law and by the Agreement, to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable in connection with the Agreement to preserve and enforce the rights of the Security Agent under the Agreement, including without limitation

- (i) to carry out any obligation imposed on the Grantor by the Agreement,
- (ii) to enable the Security Agent to issue notification in its name to any Obligor and to the Collection Agent in the terms and conditions set forth in sub-Clause 3.6 and 3.7 of the Agreement,
- (iii) to enable the Security Agent to exercise, or delegate the exercise of, all or any of its rights over the Pledged Rights, including the rights set forth in item (b) of sub-Clause 7.1 of the Agreement,
- (iv) to enable any receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on by or pursuant to the agreement or by law,
- (v) to dispose of, collect, receive, appropriate, withdraw, transfer and/or realize upon the Pledges, including the Pledged Rights (or any part thereof) and forthwith publicly or privately sell, assign or otherwise dispose of and deliver the Pledges, including the Pledged Rights or any part thereof at such price and upon such terms and conditions as it may deem appropriate, subject to applicable law, irrespective of any prior or subsequent notice to the Grantor, in accordance with the provisions set forth in Article 1,433, Item IV of the Brazilian Civil Code, apply the proceeds thus received for the payment and to the satisfaction of all Secured Obligations which became then due and payable, returning the excess, if any, to the Grantor, being vested with all necessary powers incidental thereto when necessary to accomplish the purposes of the Agreement;
- (iv) to take all actions necessary to and receive all profits, income, cash, rights, dividends, distributions, interests and all other amounts paid, received or otherwise distributed in connection



with the Pledged Rights owned by the Grantor from time to time, including, all amounts payable upon or in respect of any foreclosure of such Pledged Rights,

(v) to purchase foreign currency and make all remittances abroad, sign any necessary foreign exchange contract with financial institutions in Brazil that may be required to make such remittances, and to represent the Grantor before the Central Bank of Brazil and any other Brazilian governmental authority necessary to accomplish the purposes of the Agreement,

(vi) to take all necessary actions and to execute any instrument before any Governmental Authority in the case of a public sale of the Pledged Rights in accordance with the terms and conditions set out in the Agreement;

(vii) to take any action and to execute and register any instrument consistent with the terms of the Agreement as the Security Agent may deem necessary or advisable to accomplish the purposes of the Agreement, and

(viii) to perform any acts necessary to defend and maintain the Pledges

Capitalized terms used but not defined herein shall have the meanings ascribed to them or incorporated by reference in the Agreement

The powers granted herein are in addition to the powers granted by the Grantor to the Security Agent under the Agreement or any other document and do not cancel or revoke any of such powers

This power of attorney is granted in connection with the Agreement and as a means to comply with the obligations set forth therein, in accordance with Articles 684 and 1,433 Item IV, of the Brazilian Civil Code, and shall be irrevocable, valid and effective until the Agreement has been terminated in accordance with its terms and conditions

This power of attorney shall be governed by and construed and interpreted in accordance with the laws of Brazil

~~[]~~, ~~[]~~ _____, [2014].

**111616 OPCO (BRAZIL) COMÉRCIO
DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.]**

By
Title



SCHEDULE 11

ARTICLES OF ASSOCIATION OF THE COMPANY



JUCESP

**INSTRUMENTO PARTICULAR DE ALTERAÇÃO DO
CONTRATO SOCIAL DA**

**111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E
SERVIÇOS LTDA.**

**CNPJ/MF 17.692.962/0001-51
NIRE 35227339834**

**CONVÊNIO
CIESP**

Pelo presente instrumento particular, as partes abaixo qualificadas,

(a) **KODAK ALARIS HOLDCO LIMITED** (nova denominação social da **KPP Holdco Limited**), uma companhia constituída na Inglaterra & País de Gales, com sede em Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, Reino Unido, HP2 7YU,- inscrita no CNPJ/MF sob o n.º 18.609.170/0001-33, neste ato representada por seu procurador, Sr. Renato Dias Pinheiro, brasileiro, divorciado, advogado, portador da cédula de identidade R.G. n.º 2.182.312-5 IFP/RJ, inscrito no CPF/MF sob o n.º 045.818.147-15, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Rua Pamplona, 818, 7º andar, CEP 01405-001, nos termos do instrumento de procuração registrado em 24 de janeiro de 2014, perante o 4º Oficial de Registro de Títulos e Documentos da Capital sob o n.º 5.232.760,

(b) **KODAK ALARIS LIMITED** (nova denominação social da **111616 OPCO (UK) LIMITED**), uma companhia constituída na Inglaterra e País de Gales, com sede em Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire Reino Unido HP2 7YU,- inscrita no CNPJ/MF sob o n.º 18.609.168/0001-64, neste ato representada por seu procurador, Sr. Renato Dias Pinheiro, brasileiro, divorciado, advogado, portador da cédula de identidade R.G. n.º 2.182.312-5 IFP/RJ, inscrito no CPF/MF sob o n.º 045.818.147-15, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Rua Pamplona, 818, 7º andar, CEP 01405-001, nos termos do instrumento de procuração registrado em 24 de janeiro de 2014, perante o 4º Oficial de Registro de Títulos e Documentos da Capital sob o n.º 5.232.761,

únicas sócias da sociedade empresária limitada **111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda.**, com sede e foro na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, sala 1, térreo Parte D do prédio 06, Bairro Jardim das Indústrias, CEP 12240-420, com seus atos constitutivos arquivados perante a Junta Comercial do Estado de São Paulo – JUCESP sob o NIRE 3522733983-4, em sessão de 18.02.2013, e inscrita no CNPJ/MF sob o n.º 17.692.962/0001-51 (“Sociedade”),

têm entre si, justo e contratado, a presente alteração contratual, mediante os seguintes termos e condições

JUCESP

I. INTEGRALIZAÇÃO E AUMENTO DO CAPITAL SOCIAL

1.1 As sócias declaram que o capital social da Sociedade, no valor de R\$ 100,00 (cem reais), encontra-se totalmente integralizado nesta data, conforme contrato de câmbio nº 000120187509

1.2 As sócias deliberam aumentar o capital social da Sociedade dos atuais R\$100,00 (cem reais), divididos em 100 (cem) quotas, para R\$842.450,00 (oitocentos e quarenta e dois mil, quatrocentos e cinquenta reais), dividido em 842.450 (oitocentas e quarenta e duas mil, quatrocentas e cinquenta) quotas, no valor nominal de R\$1,00 (um real) cada. O aumento, no valor de R\$842.350,00 (oitocentos e quarenta e dois mil, trezentos e cinquenta reais), será realizado mediante a emissão de 842.350 (oitocentas e quarenta e duas mil, trezentos e cinquenta) quotas, no valor nominal de R\$ 1,00 (um real) cada uma, subscritas e integralizadas nesta data pela sócia **KODAK ALARIS HOLDCO LIMITED**, mediante a capitalização de recursos por ela remetido do exterior conforme contrato de câmbio nº 000120187509.

1.3 A sócia **KODAK ALARIS LIMITED** expressamente renuncia, neste ato, ao seu direito de preferência para a subscrição das novas quotas ora emitidas.

1.4 Em razão das deliberações contidas acima, a Cláusula 4ª do Contrato Social da Sociedade passará a vigorar com a seguinte redação:

Cláusula 4ª. O capital social da Sociedade, totalmente subscrito e integralizado, e de R\$842.450,00 (oitocentos e quarenta e dois mil, quatrocentos e cinquenta reais) dividido em 842.450 (oitocentas e quarenta e duas mil, quatrocentas e cinquenta) quotas com valor nominal unitário de R\$1,00 (um real) assim distribuídas entre os sócios:

Sócios	Quotas	Valor (R\$)
Kodak Alaris Holdco Limited	842.449	842.449
Kodak Alaris Limited	1	1,00
TOTAL	842.450	842.450,00

Parágrafo Primeiro. Uma vez integralizadas as quotas, poderá o capital social ser aumentado. Observadas as disposições legais aplicáveis, os sócios terão direito de preferência para subscrição do aumento, na proporção do número de quotas de que sejam titulares, a ser exercido no prazo de 30 (trinta) dias contados da correspondente deliberação.

JUN 89

Parágrafo Segundo. ~~A responsabilidade dos sócios~~ e restrita ao valor de suas quotas, porém todos respondem solidariamente pela integralização do capital social nos termos do artigo 1.052 do Código Civil instituído pela Lei 10.406/02.

JUN 89

II. CONSOLIDAÇÃO DO CONTRATO SOCIAL

2.1 Resolvem as sócias, de forma unânime, reformar e consolidar o Contrato Social da Sociedade, passando mencionado Contrato Social a vigorar com uma nova redação, conforme a seguir

"CONTRATO SOCIAL DA 111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRAFICO E SERVIÇOS LTDA.

I – DENOMINAÇÃO, PRAZO DE DURAÇÃO, SEDL, FORO, FILIAIS

Cláusula 1ª. A empresa constitui-se em uma sociedade empresaria limitada, sob a denominação de **111616 Opeco (Brazil) Comércio de Material Fotográfico e Serviços Ltda.**, com sede e foro na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, Bairro Jardim das Indústrias, CEP 12240-420 ("Sociedade").

Parágrafo Primeiro. A Sociedade poderá, a critério e por deliberação dos sócios quotistas, abrir, instalar e extinguir filiais, agências, escritórios em qualquer ponto do território nacional ou no exterior

Parágrafo Segundo. A Sociedade tem filial constituída na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, prédio 3, parte A, Sala V5, Bairro Jardim das Indústrias, CEP 12240-420, que terá como atividade apenas serviços administrativos

Cláusula 2ª. O prazo de duração da Sociedade é indeterminado.

II – OBJETO SOCIAL

Cláusula 3ª. A Sociedade tem por objeto social

- I. O comércio em geral, por atacado, por conta própria ou de terceiros, de
 - (a) artigos, equipamentos e acessórios fotográficos, micrográficos e máquinas, equipamentos e dispositivos industriais em geral,
 - (b) equipamentos digitais,

Handwritten signature and checkmark.

JUNIP

OBJETIVO

- (c) comercialização de produtos através de comércio eletrônico,
 - (d) microfilmes, equipamentos de microfilmagem, leitores e processadores de microfilmagem e seus acessórios,
 - (e) equipamentos e serviços de digitalização de documentos,
 - (f) scanners digitalizadores de papel e filmes,
 - (g) importação e comercialização de hardware e software, e
 - (h) aparelhos elétricos, eletrônicos científicos e de uso comum, de precisão ou não
- II A importação, exportação, venda e distribuição, por conta própria ou de terceiros, de
- (a) materiais sensíveis à luz, relacionados à reprodução e revelação fotográfica
 - (b) papéis e materiais relacionados a reprodução de provas de impressão e fotográfica,
 - (c) filmes fotográficos, incluindo filmes destinados à reprodução fotomecânica,
 - (d) produtos e equipamentos ópticos, equipamentos elétricos, mecânicos e digitais e produtos ou equipamentos, peças e partes, relacionados aos itens anteriores,
 - (e) produtos químicos relacionados à reprodução fotográfica,
- III Manutenção de estabelecimentos de vendas, por atacado, e a constituição de agentes, representantes ou distribuidores em qualquer parte do território nacional,
- IV A exportação, importação, compra, venda e distribuição de artigos, produtos e acessórios mencionados no item I desta cláusula, assim como de quaisquer outros que forem de interesse para a Sociedade;
- V A prestação de serviços relacionados às atividades mencionadas nos itens I e II acima, principalmente com relação à microfilmagem, digitalização, organização e guarda de microfilmes documentos físicos, arquivos eletrônicos, meios digitais de armazenamento de dados e informações como disquetes, fitas magnéticas, CD's, DVD's, fitas DAT, cartuchos, etc., locação de bens móveis e imóveis e prestação de serviços em geral relacionados com seus objetivos, bem como conservação, montagem, limpeza em geral e assessoria administrativa,
- VI. A prestação de serviços de agenciamento, treinamento, fornecimento de mão-de-obra em geral, tais como instalação, manutenção e assistência técnica de equipamentos em geral, além de monitorar, assessorar, agenciar serviços para compra de produtos, equipamentos e mão-de-obra,
- VII. A realização de quaisquer atividades acessórias ou correlatas ao objeto social da Sociedade que não dependam de autorização especial do governo,
- VIII Serviços de ensino e treinamento em geral, serviços auxiliares ao comércio de mercadorias inclusive à importação e exportação.
- IX O comércio em geral, por conta própria ou de terceiros, bem como a importação, a exportação, a armazenagem, a expedição e transporte de produtos químicos
- X Serviços de cópiagem e impressão digital; conversão de saída de computador e outros meios para meios gráficos eletrônicos e fotográficos; identificação, fotografia

Handwritten signature and checkmark.

JUE 57

01 04 14

IV - ADMINISTRAÇÃO DA SOCIEDADE

Cláusula 5ª. A administração da Sociedade será exercida por um ou mais administradores, sócios ou não, que serão ~~nomeados~~ ^{tomados} por prazo indeterminado.

Parágrafo Primeiro. A administração da Sociedade caberá ao administrador não sócio Sr. **Marcelo Freitas Gomes**, brasileiro, divorciado, administrador de empresas, portador da cédula de identidade RG nº 10037588-0 IFP-RJ, inscrito no CPF/MF sob o nº 042426387-44, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, na Rua Itamataí, nº 50, apto 61, Vila Andrade, CEP 05715-020, que terá as atribuições e os poderes conferidos por lei, podendo, para tanto, representar a Sociedade ativa e passiva, judicialmente ou extrajudicialmente, promovendo e praticando todos e quaisquer atos que envolvam responsabilidades, direitos e obrigações para a Sociedade, observadas as disposições deste Contrato Social.

Parágrafo Segundo. Todas as procurações outorgadas em nome da Sociedade deverão mencionar expressa e especificamente os poderes por ela conferidos e, com exceção daquelas para fins judiciais e/ou procedimentos administrativos, deverão conter prazo de vigência limitado a 24 (vinte e quatro) meses

Parágrafo Terceiro Ficam expressamente vedados, sendo nulos e não gerando efeitos em relação à Sociedade quaisquer atos de seus sócios, administradores, procuradores, empregados ou prepostos, que a envolvam em qualquer obrigação relativa a transações estranhas ao seu objeto social, tais como a prestação de fiança, caução, aval, endosso ou qualquer outra garantia em favor de terceiros, salvo quando expressamente autorizados pelos sócios representando 75% (setenta e cinco por cento) do capital social

Parágrafo Quarto. A remuneração dos administradores será fixada por deliberação dos sócios representantes da maioria do capital social e será levada a conta de despesas gerais da Sociedade

Parágrafo Quinto. Os administradores poderão ser destituídos a qualquer tempo, observados os quoruns e formalidades estabelecidos na legislação aplicável.

V - DELIBERAÇÕES DE SÓCIOS

Cláusula 6ª. As deliberações dos sócios serão tomadas em reuniões, observadas as disposições legais, tornando-se a mesma dispensável quando todos os sócios decidirem, expressamente, sobre seu objeto

Cláusula 7ª. Os sócios reunir-se-ão





JUCESP

01 04 14

- (i) ordinariamente, uma vez por ano até o final do quarto mês após o encerramento do exercício social, para deliberar sobre as seguintes matérias: (a) tomar as contas da administração; (b) aprovar o balanço patrimonial e o resultado econômico; c) nomear ~~o~~ administrador da Sociedade, quando for o caso; (d) demais assuntos que constem da ordem do dia; e
- (ii) extraordinariamente, sempre que os interesses e os dispositivos da legislação vigente aplicável e do presente Contrato Social o exigirem.

Parágrafo Primeiro. A convocação das reuniões de sócios será precedida dos anúncios e publicações dos documentos previstos em lei, nos termos por ela estabelecidos, com antecedência mínima de 8 (oito) dias, mediante carta com aviso de recebimento, fac-símile ou e-mail, ambos com aviso de recebimento, ou outro meio eficaz de comunicação, contendo a indicação das matérias objeto da ordem do dia, data, hora e local da reunião

Parágrafo Segundo. As reuniões dos sócios serão instaladas, em primeira convocação, com a presença de titulares de, no mínimo, 75% (setenta e cinco por cento) do capital social e, em segunda, com qualquer número

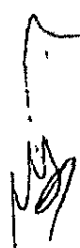
Parágrafo Terceiro. Os sócios poderão ser representados por outros sócios ou por procuradores, mediante outorga de mandato com especificação dos atos autorizados, sendo então considerados presentes à reunião. Da mesma forma serão considerados presentes aqueles sócios que derem seu voto por fac-símile, telex, telegrama ou qualquer forma escrita

Parágrafo Quarto. Ficam dispensadas as formalidades de convocação previstas na legislação aplicável, quando estiverem presentes os sócios representando a totalidade do capital social da Sociedade, ou se todos se declararem, por escrito, cientes do local, data, hora e ordem do dia

Cláusula 8ª. Salvo se de outra forma previsto em lei ou na Cláusula 9ª abaixo, as deliberações deverão ser aprovadas por sócios representando a maioria do capital social da Sociedade, atribuindo-se a cada quota o direito a um voto

Cláusula 9ª. Não obstante o previsto na Cláusula 8ª acima, as seguintes matérias deverão ser aprovadas mediante o voto de sócios representando, no mínimo, 75% (setenta e cinco por cento) do capital social total da Sociedade, para que possam ser implementadas pelo administrador

- (i) qualquer aumento ou redução do capital social da Sociedade.



JUCESP

01 04 14

- (ii) emissão ou cancelamento de (a) quotas, classes de quotas ou qualquer outro valor mobiliário da Sociedade, ou (b) qualquer opção ou outros títulos ou direitos conversíveis em quotas da Sociedade ou por estas permutáveis;
- (iii) qualquer reestruturação societária da Sociedade, incluindo sua transformação, fusão, cisão, incorporação e qualquer outro ato de reorganização societária da Sociedade,
- (iv) definição (ou realização de pagamentos ou concessão de benefícios) ou qualquer acordo ou entendimento relacionado à remuneração do administrador ou qualquer executivo sênior da Sociedade,
- (v) aprovação e/ou alteração do plano de negócios anual, do plano de investimentos e do orçamento anual da Sociedade,
- (vi) distribuição de lucros da Sociedade e plano para recuperação de prejuízos da Sociedade,
- (vii) alteração ou consolidação dos documentos constitutivos da Sociedade,
- (viii) concessão, pela Sociedade, de qualquer garantia, real ou fidejussória, incluindo fianças e avais,
- (ix) qualquer aquisição ou alienação, direta ou indiretamente, pela Sociedade, de participação societária de outra pessoa física ou jurídica ou entidade não personificada (incluindo através de "joint venture" ou aliança estratégica),
- (x) alienação, transferência, licença, arrendamento, constituição de quaisquer ônus ou gravames em bens, de qualquer natureza, ou qualquer outra forma de disposição de quaisquer bens do ativo da Sociedade, exceto quando no curso normal dos negócios,
- (xi) celebração de contratos e instrumentos cujo valor individual ou agregado exceda o montante em Reais equivalente a US\$ 1 000 000,00 (um milhão de dólares norte-americanos),
- (xii) alienação, transferência ou disposição de qualquer negócio (ou uma parte substancial de tal negócio) da Companhia,

12
MSS

JUCEP

- (xiii) associação, em qualquer circunstância, com outras empresas, inclusive através de "joint venture", consórcio, incorporação de subsidiárias ou formação de grupo de empresas
- (xiv) eleição, substituição ou destituição de administradores,
- (xv) celebração, pela Sociedade, de quaisquer contratos financeiros, incluindo contratos de abertura de linha de crédito, mútuos, empréstimos, financiamentos, arrendamentos mercantis ou leasing, contratos de garantia, desconto de recebíveis ou créditos, bem como de qualquer remessa de valores relacionadas a operações internacionais (excluindo pagamentos realizados no curso ordinário de negócios)
- (xvi) Deliberar sobre a proposta de liquidação, dissolução, encerramento, cessação do estado de liquidação ou extinção da Sociedade, falência, recuperação judicial ou extrajudicial e suspensão de pagamentos pela Sociedade

Clausula 10. Os trabalhos das reuniões de sócios serão dirigidos por um presidente escolhido pelos sócios, ao qual é facultado cumular também as funções de secretário ou indicar dentre os presentes, alguém para fazê-lo

Parágrafo Único. Dos trabalhos e deliberações será lavrada ata, assinada pelo presidente, secretário e pelos sócios presentes

VI – EXERCÍCIO SOCIAL E DEMONSTRAÇÕES FINANCEIRAS

Cláusula 11. O exercício social inicia-se em 1º (primeiro) de janeiro e encerra-se em 31 (trinta e um) de dezembro de cada ano, quando será levantado o respectivo balanço e demonstrações financeiras da Sociedade. Os lucros obtidos durante o exercício social serão aplicados conforme a determinação dos sócios representantes da totalidade do capital social

Parágrafo Primeiro. Os sócios representantes da totalidade do capital social poderão deliberar pela distribuição de lucros desproporcionais as participações societárias de cada sócio na Sociedade.

Parágrafo Segundo. Os sócios representantes da totalidade do capital social poderão deliberar pela apresentação de balanços e demonstrações financeiras periódicas, para distribuição de lucros e dividendos referentes aos respectivos períodos

Parágrafo Terceiro. Os sócios representantes da totalidade do capital social poderão

deliberar pela não distribuição de lucros após o encerramento do exercício social

VII – CESSÃO E TRANSFERÊNCIA DAS QUOTAS

Cláusula 12. As quotas da Sociedade não poderão ser cedidas ou transferidas sem o prévio e expresso consentimento dos outros sócios, que terão preferência para a aquisição, em igualdade de condições. Na hipótese de um sócio pretender ceder e transferir suas quotas, deverá comunicar sua intenção, com a antecedência mínima de 90 (noventa) dias, indicando o nome do pretendente à sua aquisição, o preço e as condições da cessão.

Parágrafo Único. Se nenhum dos sócios exercer o direito de preferência que ora lhes é assegurado, o sócio poderá ceder as suas quotas, observada a proposta original.

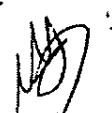
VIII – FALLECIMENTO, INTERDIÇÃO, FALÊNCIA, INSOLVÊNCIA E EXCLUSÃO DE SÓCIO

Cláusula 13. A Sociedade não se dissolverá por morte, interdição, insolvência, falência, recuperação judicial ou extrajudicial ou exclusão de qualquer dos sócios, continuando com os sócios remanescentes, a não ser que os sócios deliberem por sua liquidação nos termos da Cláusula 9 deste Contrato Social. Os sócios eventualmente nas condições aqui mencionadas, ou os herdeiros do sócio falecido, receberão seus haveres, observadas as seguintes regras:

- (a) a apuração dos haveres do sócio falecido, interdito, insolvente, falido, concordatário ou excluído será feita com base em balanço especial levantado na data do evento,
- (b) o valor do reembolso de cada quota será determinado pela divisão do patrimônio líquido corrigido monetariamente, na data do balanço especial, pelo número de quotas em circulação
- (c) os haveres do sócio apurados conforme o acima disposto serão pagos a seus herdeiros ou sucessores, em até 10 (dez) parcelas mensais iguais e sucessivas, sem juros ou correção monetária, vencendo-se a primeira delas 90 (noventa) dias após a data do balanço especial

IX – EXCLUSÃO DE SÓCIO

Cláusula 14. Os sócios representantes da maioria do capital social poderão deliberar pela exclusão de sócio que coloque em risco a continuidade da empresa, em virtude de atos de inegável gravidade, por justa causa, em reunião especialmente convocada;



✓

11/12

certificando-se o sócio acusado da data, hora e local da reunião ou assembleia que deliberará pela sua exclusão, conferindo-o o direito de defesa e contraditório

X – LIQUIDAÇÃO DA SOCIEDADE

Cláusula 15. A Sociedade será dissolvida e liquidada nas hipóteses e de acordo com as disposições estabelecidas na legislação

XI – DISPOSIÇÕES GERAIS

Cláusula 16. As omissões ou dúvidas que possam ser suscitadas sobre o presente Contrato Social, deverão ser supridas ou resolvidas com base nos artigos 1.052 *usque* 1.087, todos do Código Civil e, suplementarmente, pelas disposições aplicáveis às Sociedades Anônimas, nos artigos 1.088 e 1.089 e Lei nº 6.404/76 de 15 de dezembro de 1976

Parágrafo Primeiro. A Sociedade não manterá livros societários

Parágrafo Segundo. Fica eleito o foro da Comarca da Capital do Estado de São Paulo, para dirimir quaisquer questões oriundas do presente Contrato, com a exclusão de qualquer outro, por mais privilegiado que seja.

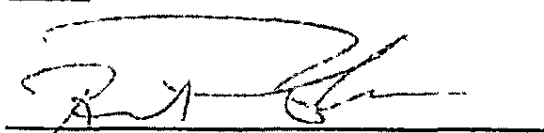
XII – DECLARAÇÃO DO ADMINISTRADOR

Cláusula 17. O administrador declara, para os devidos fins e efeitos legais, que não está impedido de exercer a função de administrador da Sociedade, em decorrência de qualquer dos motivos ou razões estabelecidas no parágrafo primeiro do artigo 1.011 do Código Civil.

E, por estarem justos e contratados, assinam o presente instrumento de constituição de sociedade empresarial limitada em 03 (três) vias de igual teor, na presença de 02 (duas) testemunhas, para todos os fins de direito

São Paulo, 19 de fevereiro de 2014

Sócias



Kodak Alaris Holdeo Limited



Kodak Alaris Limited



JUCESP

01 04 14

[página de assinaturas da 3ª Alteração do Contrato Social da 111616 Opco (Brazil)
Comercio de Material Fotográfico e Serviços Ltda., de 19 de fevereiro de 2014]

22

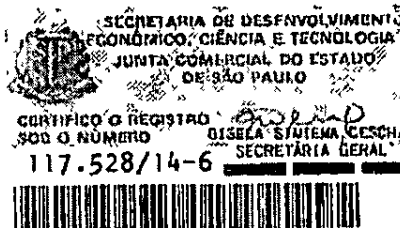
Testemunhas:

1.

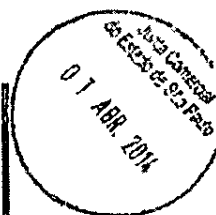
Nome. Mayra R. Santana Bacan
R.G. RG. 44 151 420-0
CPF. 848.126 678-28

2.

Nome. Angela A. Vianna
R.G. RG 30 596 20
CPF 289.206.586-1.



JUCESP



[Handwritten signatures]

✓

**INSTRUMENTO PARTICULAR DE 4ª ALTERAÇÃO DO
CONTRATO SOCIAL DA**

**111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E
SERVIÇOS LTDA.**

CNPJ/MF 17.692.962/0001-51

NIRE 35227339834

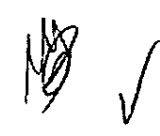
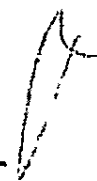
Pelo presente instrumento particular, as partes abaixo qualificadas,

(a) **KODAK ALARIS HOLDCO LIMITED**, uma companhia constituída na Inglaterra & País de Gales, com sede em Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, Reino Unido, HP2 7YU,- inscrita no CNPJ/MF sob o n.º 18.609.170/0001-33, neste ato representada por seu procurador, Sr. Renato Dias Pinheiro, brasileiro, divorciado, advogado, portador da cédula de identidade R.G. n.º 2.182.312-5 IFP/RJ, inscrito no CPF/MF sob o n.º 045.818.147-15, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Rua Pamplona, 818, 7º andar, CEP 01405-001, nos termos do instrumento de procuração registrado em 24 de janeiro de 2014, perante o 4º Oficial de Registro de Títulos e Documentos da Capital sob o n.º 5.232.760;

(b) **KODAK ALARIS LIMITED**, uma companhia constituída na Inglaterra e País de Gales, com sede em Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, Reino Unido, HP2 7YU,- inscrita no CNPJ/MF sob o n.º 18.609.168/0001-64, neste ato representada por seu procurador, Sr. Renato Dias Pinheiro, brasileiro, divorciado, advogado, portador da cédula de identidade R.G. n.º 2.182.312-5 IFP/RJ, inscrito no CPF/MF sob o n.º 045.818.147-15, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, com endereço comercial na Rua Pamplona, 818, 7º andar, CEP 01405-001, nos termos do instrumento de procuração registrado em 24 de janeiro de 2014, perante o 4º Oficial de Registro de Títulos e Documentos da Capital sob o n.º 5.232.761;

únicas sócias da sociedade empresária limitada **111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda.**, com sede e foro na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, Bairro Jardim das Indústrias, CEP 12240-420, com seus atos constitutivos arquivados perante a Junta Comercial do Estado de São Paulo – JUCESP sob o NIRE 3522733983-4, em sessão de 18.02.2013, e inscrita no CNPJ/MF sob o n.º 17.692.962/0001-51 ("Sociedade"),

têm entre si, justo e contratado, a presente alteração contratual, mediante os seguintes termos e condições:



I. AUMENTO DO CAPITAL SOCIAL

1.1 As sócias deliberam aumentar o capital social da Sociedade dos atuais R\$842.450,00 (oitocentos e quarenta e dois mil, quatrocentos e cinquenta reais) para R\$10 609 911,00 (dez milhões, seiscentos e nove mil, novecentos e onze reais), dividido em 10.609.911 (dez milhões, seiscentos e nove mil, novecentas e onze) quotas, no valor nominal de R\$1,00 (um real) cada. O aumento, no valor de R\$9 767.461,00 (nove milhões, setecentos e setenta e sete mil, quatrocentos e sessenta e um reais), será realizado mediante a emissão de 9.767.461 (nove milhões, setecentos e setenta e sete mil, quatrocentas e sessenta e uma) quotas, no valor nominal de R\$ 1,00 (um real) cada uma, subscritas e integralizadas nesta data pela sócia **KODAK ALARIS HOLDCO LIMITED**, mediante a capitalização de recursos por ela remetido do exterior, convertidos em moeda corrente nacional, conforme contrato de câmbio nº 000121619256, de 29/04/2014, no montante de R\$ R\$9.767.461,86, sendo o valor de R\$ 0,86 (oitenta e seis centavos de real) desconsiderado para fins do presente aumento, devendo o mesmo ser levado à conta de reserva de capital da Sociedade.

1.3. A sócia **KODAK ALARIS LIMITED** expressamente renuncia, neste ato, ao seu direito de preferência para a subscrição das novas quotas ora emitidas

1.4. Em razão das deliberações contidas acima, a Cláusula 4ª do Contrato Social da Sociedade passará a vigorar com a seguinte redação

"Cláusula 4ª. O capital social da Sociedade, totalmente subscrito e integralizado em moeda corrente nacional, é de R\$10 609.911,00 (dez milhões, seiscentos e nove mil, novecentos e onze reais), dividido em 10.609 911 (dez milhões, seiscentos e nove mil, novecentas e onze) quotas com valor nominal unitário de R\$1,00 (um real), assim distribuídas entre os sócios:

<i>Sócos</i>	<i>Quotas</i>	<i>Valor (R\$)</i>
<i>Kodak Alaris Holdco Limited</i>	<i>10.609.910</i>	<i>10 609 910,00</i>
<i>Kodak Alaris Limited</i>	<i>1</i>	<i>1,00</i>
TOTAL	10 609 911	10 609 911,00

Parágrafo Primeiro. Uma vez integralizadas as quotas, poderá o capital social ser aumentado. Observadas as disposições legais aplicáveis, os sócios terão direito de preferência para subscrição do aumento, na proporção do número de quotas de que sejam titulares, a ser exercido no prazo de 30 (trinta) dias contados da correspondente deliberação

Parágrafo Segundo. A responsabilidade dos sócios é restrita ao valor de suas quotas, porém todos respondem solidariamente pela integralização do capital social nos termos do artigo 1.052 do Código Civil instituído pela Lei 10 406/02 "

II. CONSOLIDAÇÃO DO CONTRATO SOCIAL

2.1. Resolvem as sócias, de forma unânime, reformar e consolidar o Contrato Social da Sociedade, passando mencionado Contrato Social a vigorar com uma nova redação, conforme a seguir:

"CONTRATO SOCIAL DA 111616 OPCO (BRAZIL) COMÉRCIO DE MATERIAL FOTOGRÁFICO E SERVIÇOS LTDA.

I – DENOMINAÇÃO, PRAZO DE DURAÇÃO, SEDE, FORO, FILIAIS

Cláusula 1ª. A empresa constitui-se em uma sociedade empresária limitada, sob a denominação de **111616 Opco (Brazil) Comércio de Material Fotográfico e Serviços Ltda.**, com sede e foro na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, sala 1, térreo, Parte D do prédio 06, Bairro Jardim das Indústrias, CEP 12240-420 ("Sociedade").

Parágrafo Primeiro. A Sociedade poderá, a critério e por deliberação dos sócios quotistas, abrir, instalar e extinguir filiais, agências, escritórios em qualquer ponto do território nacional ou no exterior.

Parágrafo Segundo. A Sociedade tem filial constituída na Cidade de São José dos Campos, Estado de São Paulo, na Rodovia Presidente Dutra, Km 154,7, prédio 3, parte A, Sala V5, Bairro Jardim das Indústrias, CEP 12240-420, que terá como atividade apenas serviços administrativos.

Cláusula 2ª. O prazo de duração da Sociedade é indeterminado

II – OBJETO SOCIAL

Cláusula 3ª. A Sociedade tem por objeto social:

I O comércio em geral, por atacado, por conta própria ou de terceiros, de:

- (a) artigos, equipamentos e acessórios fotográficos, micrográficos e máquinas, equipamentos e dispositivos industriais em geral;
 - (b) equipamentos digitais;
 - (c) comercialização de produtos através de comércio eletrônico,
 - (d) microfilmes, equipamentos de microfilmagem, leitores e processadores de microfilmagem e seus acessórios,
 - (e) equipamentos e serviços de digitalização de documentos;
 - (f) scanners digitalizadores de papel e filmes;
 - (g) importação e comercialização de hardware e software; e
 - (h) aparelhos elétricos, eletrônicos, científicos e de uso comum, de precisão ou não.
- II. A importação, exportação, venda e distribuição, por conta própria ou de terceiros, de:
- (a) materiais sensíveis à luz, relacionados à reprodução e revelação fotográfica,
 - (b) papéis e materiais relacionados à reprodução de provas de impressão e fotográfica;
 - (c) filmes fotográficos, incluindo filmes destinados à reprodução fotomecânica;
 - (d) produtos e equipamentos ópticos, equipamentos elétricos, mecânicos e digitais e produtos ou equipamentos, peças e partes, relacionados aos itens anteriores;
 - (e) produtos químicos relacionados à reprodução fotográfica;
- III. Manutenção de estabelecimentos de vendas, por atacado, e a constituição de agentes, representantes ou distribuidores em qualquer parte do território nacional;
- IV. A exportação, importação, compra, venda e distribuição de artigos, produtos e acessórios mencionados no item I desta cláusula, assim como de quaisquer outros que forem de interesse para a Sociedade;
- V. A prestação de serviços relacionados às atividades mencionadas nos itens I e II acima, principalmente com relação à microfilmagem, digitalização, organização e guarda de microfilmes, documentos físicos, arquivos eletrônicos, meios digitais de armazenamento de dados e informações como disquetes, fitas magnéticas, CD's, DVD's, fitas DAT, cartuchos, etc., locação de bens móveis e imóveis e prestação de serviços em geral, relacionados com seus objetivos, bem como conservação, montagem, limpeza em geral e assessoria administrativa;
- VI. A prestação de serviços de agenciamento, treinamento, fornecimento de mão-de-obra em geral, tais como instalação, manutenção e assistência técnica de equipamentos em geral, além de monitorar, assessorar, agenciar serviços para compra de produtos, equipamentos e mão-de-obra;
- VII. A realização de quaisquer atividades acessórias ou correlatas ao objeto social da Sociedade que não dependam de autorização especial do governo;
- VIII. Serviços de ensino e treinamento em geral, serviços auxiliares ao comércio de

mercadorias, inclusive à importação e exportação,

IX. O comércio em geral, por conta própria ou de terceiros, bem como a importação, a exportação, a armazenagem, a expedição e transporte de produtos químicos.

X. Serviços de cópiagem e impressão digital: conversão de saída de computador e outros meios para meios gráficos eletrônicos e fotográficos; identificação; fotografia digital e serviços de correspondência digital.

XI. Prestação de serviços de manutenção e suporte técnico a equipamentos fotográficos, micrográficos, digitalizadores de documentos e filmes;

XII. Licenciamento ou cessão de direito de uso de programas de computação, inclusive distribuição;

XIII. Recuperação de microfichas e destruição de microfilmes;

XIV. Revelação fotográfica;

XV. Impressão de "foto presentes" tais como, mas não limitados, a. canecas, cubos, camisetas, "mouse pads", "photo books", calendários, cartões;

XVI. Prestação de serviços de consultoria, execução e gestão de projetos,

XVII. Terciarização de serviços, incluindo alocação de mão-de-obra;

XVIII. Prestação de serviços de tecnologia, incluindo desenvolvimento;

XIX. Prestação de serviços de digitalização; e

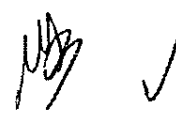
XX. Participação, como sócia ou acionista, ou em diversa qualidade, em qualquer empresa, sociedade ou factoring, no país ou no exterior.

III – CAPITAL SOCIAL

Cláusula 4ª. O capital social da Sociedade, totalmente subscrito e integralizado em moeda corrente nacional, é de 10.609.911,00 (dez milhões, seiscentos e nove mil, novecentos e onze reais), dividido em 10.609.911 (dez milhões, seiscentos e nove mil, novecentas e onze) quotas com valor nominal unitário de R\$1,00 (um real), assim distribuídas entre os sócios:

Sócios	Quotas	Valor (R\$)
Kodak Alaris Holdeo Limited	10.609.910	10.609.910,00
Kodak Alaris Limited	1	1,00
TOTAL	10.609.911	10.609.911,00

Parágrafo Primeiro. Uma vez integralizadas as quotas, poderá o capital social ser aumentado. Observadas as disposições legais aplicáveis, os sócios terão direito de preferência para subscrição do aumento, na proporção do número de quotas de que sejam titulares, a ser exercido no prazo de 30 (trinta) dias contados da correspondente deliberação



Parágrafo Segundo. A responsabilidade dos sócios é restrita ao valor de suas quotas, porém todos respondem solidariamente pela integralização do capital social, nos termos do artigo 1.052 do Código Civil instituído pela Lei 10.406/02.

IV – ADMINISTRAÇÃO DA SOCIEDADE

Cláusula 5ª. A administração da Sociedade será exercida por um ou mais administradores, sócios ou não, que serão nomeados por prazo indeterminado.

Parágrafo Primeiro. A administração da Sociedade caberá ao administrador não sócio **Sr. Marcelo Freitas Gomes**, brasileiro, divorciado, administrador de empresas, portador da cédula de identidade RG nº 10037588-0 IFP-RJ, inscrito no CPF/MF sob o nº 042426387-44, residente e domiciliado na Cidade de São Paulo, Estado de São Paulo, na Rua Itamataí, nº 50, apto 61, Vila Andrade, CEP 05715-020, que terá as atribuições e os poderes conferidos por lei, podendo, para tanto, representar a Sociedade ativa e passiva, judicialmente ou extrajudicialmente, promovendo e praticando todos e quaisquer atos que envolvam responsabilidades, direitos e obrigações para a Sociedade, observadas as disposições deste Contrato Social

Parágrafo Segundo. Todas as procurações outorgadas em nome da Sociedade deverão mencionar expressa e especificamente os poderes por ela conferidos e, com exceção daquelas para fins judiciais e/ou procedimentos administrativos, deverão conter prazo de vigência limitado a 12 (doze) meses

Parágrafo Terceiro. Ficam expressamente vedados, sendo nulos e não gerando efeitos em relação à Sociedade, quaisquer atos de seus sócios, administradores, procuradores, empregados ou prepostos, que a envolvam em qualquer obrigação relativa a transações estranhas ao seu objeto social, tais como a prestação de fiança, caução, aval, endosso ou qualquer outra garantia em favor de terceiros, salvo quando expressamente autorizados pelos sócios representando 75% (setenta e cinco por cento) do capital social.

Parágrafo Quarto. A remuneração dos administradores será fixada por deliberação dos sócios representantes da maioria do capital social e será levada à conta de despesas gerais da Sociedade

Parágrafo Quinto. Os administradores poderão ser destituídos a qualquer tempo, observados os quoruns e formalidades estabelecidos na legislação aplicável.



V - DELIBERAÇÕES DE SÓCIOS

Cláusula 6ª. As deliberações dos sócios serão tomadas em reuniões, observadas as disposições legais, tornando-se a mesma dispensável quando todos os sócios decidirem, expressamente, sobre seu objeto

Cláusula 7ª. Os sócios reunir-se-ão:

- (i) ordinariamente, uma vez por ano, até o final do quarto mês após o encerramento do exercício social, para deliberar sobre as seguintes matérias:
 - (a) tomar as contas da administração; (b) aprovar o balanço patrimonial e o resultado econômico, c) nomear o administrador da Sociedade, quando for o caso; (d) demais assuntos que constem da ordem do dia; e
- (ii) extraordinariamente, sempre que os interesses e os dispositivos da legislação vigente aplicável e do presente Contrato Social o exigirem

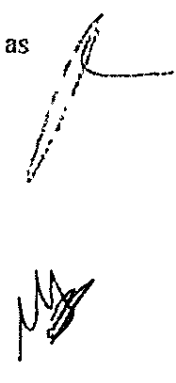
Parágrafo Primeiro. A convocação das reuniões de sócios será precedida dos anúncios e publicações dos documentos previstos em lei, nos termos por ela estabelecidos, com antecedência mínima de 8 (oito) dias, mediante carta com aviso de recebimento, fac-símile ou e-mail, ambos com aviso de recebimento, ou outro meio eficaz de comunicação, contendo a indicação das matérias objeto da ordem do dia, data, hora e local da reunião

Parágrafo Segundo. As reuniões dos sócios serão instaladas, em primeira convocação, com a presença de titulares de, no mínimo, 75% (setenta e cinco por cento) do capital social e, em segunda, com qualquer número.

Parágrafo Terceiro. Os sócios poderão ser representados por outros sócios ou por procuradores, mediante outorga de mandato com especificação dos atos autorizados, sendo então considerados presentes à reunião. Da mesma forma, serão considerados presentes aqueles sócios que derem seu voto por fac-símile, telex, telegrama ou qualquer forma escrita.

Parágrafo Quarto. Ficam dispensadas as formalidades de convocação previstas na legislação aplicável, quando estiverem presentes os sócios representando a totalidade do capital social da Sociedade, ou se todos se declararem, por escrito, cientes do local, data, hora e ordem do dia.

Cláusula 8ª. Salvo se de outra forma previsto em lei ou na Cláusula 9ª abaixo, as



deliberações deverão ser aprovadas por sócios representando a maioria do capital social da Sociedade, atribuindo-se a cada quota o direito a um voto

Cláusula 9ª. Não obstante o previsto na Cláusula 8ª acima, as seguintes matérias deverão ser aprovadas mediante o voto de sócios representando, no mínimo, 75% (setenta e cinco por cento) do capital social total da Sociedade, para que possam ser implementadas pelo administrador

- (i) qualquer aumento ou redução do capital social da Sociedade,
- (ii) emissão ou cancelamento de (a) quotas, classes de quotas ou qualquer outro valor mobiliário da Sociedade, ou (b) qualquer opção ou outros títulos ou direitos conversíveis em quotas da Sociedade ou por estas permutáveis;
- (iii) qualquer reestruturação societária da Sociedade, incluindo sua transformação, fusão, cisão, incorporação e qualquer outro ato de reorganização societária da Sociedade;
- (iv) definição (ou realização de pagamentos ou concessão de benefícios) ou qualquer acordo ou entendimento relacionado à remuneração do administrador ou qualquer executivo sênior da Sociedade;
- (v) aprovação e/ou alteração do plano de negócios anual, do plano de investimentos e do orçamento anual da Sociedade;
- (vi) distribuição de lucros da Sociedade e plano para recuperação de prejuízos da Sociedade;
- (vii) alteração ou consolidação dos documentos constitutivos da Sociedade;
- (viii) concessão, pela Sociedade, de qualquer garantia, real ou fidejussória, incluindo fianças e avais,
- (ix) qualquer aquisição ou alienação, direta ou indiretamente, pela Sociedade, de participação societária de outra pessoa física ou jurídica ou entidade não personificada (incluindo através de "joint venture" ou aliança estratégica),

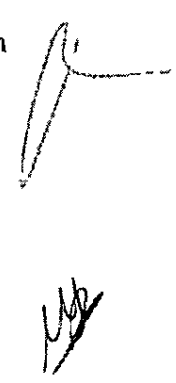
- (x) alienação, transferência, licença, arrendamento, constituição de quaisquer ônus ou gravames em bens, de qualquer natureza, ou qualquer outra forma de disposição de quaisquer bens do ativo da Sociedade, exceto quando no curso normal dos negócios;
- (xi) celebração de contratos e instrumentos cujo valor individual ou agregado exceda o montante em Reais equivalente a US\$ 1.000.000,00 (um milhão de dólares norte-americanos);
- (xii) alienação, transferência ou disposição de qualquer negócio (ou uma parte substancial de tal negócio) da Companhia,
- (xiii) associação, em qualquer circunstância, com outras empresas, inclusive através de "joint venture", consórcio, incorporação de subsidiárias ou formação de grupo de empresas;
- (xiv) eleição, substituição ou destituição de administradores;
- (xv) celebração, pela Sociedade, de quaisquer contratos financeiros, incluindo contratos de abertura de linha de crédito, mútuos, empréstimos, financiamentos, arrendamentos mercantis ou leasing, contratos de garantia, desconto de recebíveis ou créditos, bem como de qualquer remessa de valores relacionadas a operações internacionais (excluindo pagamentos realizados no curso ordinário de negócios);
- (xvi) Deliberar sobre a proposta de liquidação, dissolução, encerramento, cessação do estado de liquidação ou extinção da Sociedade, falência, recuperação judicial ou extrajudicial e suspensão de pagamentos pela Sociedade.

Cláusula 10. Os trabalhos das reuniões de sócios serão dirigidos por um presidente escolhido pelos sócios, ao qual é facultado cumular também as funções de secretário ou indicar, dentre os presentes, alguém para fazê-lo.

Parágrafo Único. Dos trabalhos e deliberações será lavrada ata, assinada pelo presidente, secretário e pelos sócios presentes

VI – EXERCÍCIO SOCIAL E DEMONSTRAÇÕES FINANCEIRAS

Cláusula 11. O exercício social inicia-se em 1º (primeiro) de janeiro e encerra-se em



31 (trinta e um) de dezembro de cada ano, quando será levantado o respectivo balanço e demonstrações financeiras da Sociedade. Os lucros obtidos durante o exercício social serão aplicados conforme a determinação dos sócios representantes da totalidade do capital social.

Parágrafo Primeiro. Os sócios representantes da totalidade do capital social poderão deliberar pela distribuição de lucros desproporcionais às participações societárias de cada sócio na Sociedade.

Parágrafo Segundo. Os sócios representantes da totalidade do capital social poderão deliberar pela apresentação de balanços e demonstrações financeiras periódicas, para distribuição de lucros e dividendos referentes aos respectivos períodos.

Parágrafo Terceiro. Os sócios representantes da totalidade do capital social poderão deliberar pela não distribuição de lucros após o encerramento do exercício social.

VII – CESSÃO E TRANSFERÊNCIA DAS QUOTAS

Cláusula 12. As quotas da Sociedade não poderão ser cedidas ou transferidas sem o prévio e expresso consentimento dos outros sócios, que terão preferência para a aquisição, em igualdade de condições. Na hipótese de um sócio pretender ceder e transferir suas quotas, deverá comunicar sua intenção, com a antecedência mínima de 90 (noventa) dias, indicando o nome do pretendente à sua aquisição, o preço e as condições da cessão.

Parágrafo Único. Se nenhum dos sócios exercer o direito de preferência que ora lhes é assegurado, o sócio poderá ceder as suas quotas, observada a proposta original

VIII – FALECIMENTO, INTERDIÇÃO, FALÊNCIA, INSOLVÊNCIA E EXCLUSÃO DE SÓCIO

Cláusula 13. A Sociedade não se dissolverá por morte, interdição, insolvência, falência, recuperação judicial ou extrajudicial ou exclusão de qualquer dos sócios, continuando com os sócios remanescentes, a não ser que os sócios deliberem por sua liquidação nos termos da Cláusula 9 deste Contrato Social. Os sócios eventualmente nas condições retro mencionadas, ou os herdeiros do sócio falecido, receberão seus haveres, observadas as seguintes regras:

- (a) a apuração dos haveres do sócio falecido, interdito, insolvente, falido, concordatário ou excluído será feita com base em balanço especial levantado na data do evento;

- (b) o valor do reembolso de cada quota será determinado pela divisão do patrimônio líquido corrigido monetariamente, na data do balanço especial, pelo número de quotas em circulação;
- (c) os haveres do sócio apurados conforme o acima disposto serão pagos a seus herdeiros ou sucessores, em até 10 (dez) parcelas mensais iguais e sucessivas, sem juros ou correção monetária, vencendo-se a primeira delas 90 (noventa) dias após a data do balanço especial.

IX – EXCLUSÃO DE SÓCIO

Clausula 14. Os sócios representantes da maioria do capital social poderão deliberar pela exclusão de sócio que coloque em risco a continuidade da empresa, em virtude de atos de inegável gravidade, por justa causa, em reunião especialmente convocada, cientificando-se o sócio acusado da data, horário e local da reunião ou assembleia que deliberará pela sua exclusão, conferindo-o o direito de defesa e contraditório

X – LIQUIDAÇÃO DA SOCIEDADE

Cláusula 15. A Sociedade será dissolvida e liquidada nas hipóteses e de acordo com as disposições estabelecidas na legislação.

XI – DISPOSIÇÕES GERAIS

Cláusula 16. As omissões ou dúvidas que possam ser suscitadas sobre o presente Contrato Social, deverão ser supridas ou resolvidas com base nos artigos 1.052 *usque* 1.087, todos do Código Civil e, suplementarmente, pelas disposições aplicáveis às Sociedades Anônimas, nos artigos 1.088 e 1.089 e Lei nº 6.404/76 de 15 de dezembro de 1976.

Parágrafo Primeiro. A Sociedade não manterá livros societários.

Parágrafo Segundo. Fica eleito o foro da Comarca da Capital do Estado de São Paulo, para dirimir quaisquer questões oriundas do presente Contrato, com a exclusão de qualquer outro, por mais privilegiado que seja.

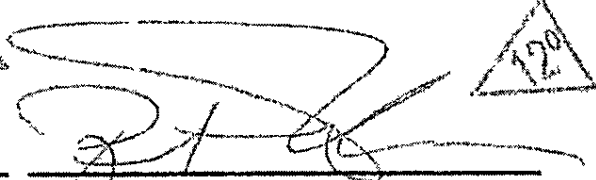
XII – DECLARAÇÃO DO ADMINISTRADOR

Cláusula 17. O administrador declara, para os devidos fins e efeitos legais, que não está impedido de exercer a função de administrador da Sociedade, em decorrência de qualquer dos motivos ou razões estabelecidas no parágrafo primeiro do artigo 1.011 do Código Civil

E, por estarem justos e contratados, assinam o presente instrumento de constituição de sociedade empresarial limitada em 03 (três) vias de igual teor, na presença de 02 (duas) testemunhas, para todos os fins de direito.

São Paulo, 30 de abril de 2014.

Sócias:

 
Kodak Alaris Holdeo Limited Kodak Alaris Limited

Testemunhas:

1. 
Nome: Angela A. Viana
R.G.: RG 20 596 266-8
CPF: 289 205 588-17

2. 
Nome: Bruna Beiro Dias
R.G.: RG: 35.050.751-X
CPF: 385.371.428-59

