



Registration of a Charge

Company name: **KODAK ALARIS HOLDINGS LIMITED**

Company number: **08550309**



X9FNT3CW

Received for Electronic Filing: **14/10/2020**

Details of Charge

Date of creation: **29/09/2020**

Charge code: **0855 0309 0030**

Persons entitled: **KPP (NO. 2) TRUSTEES LIMITED (AS TRUSTEE)**

Brief description: **NONE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8550309

Charge code: 0855 0309 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2020 and created by KODAK ALARIS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2020 .

Given at Companies House, Cardiff on 15th October 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PLEDGE OF SECURITIES AGREEMENT

THIS AGREEMENT is dated as of September 29, 2020

BETWEEN :

KODAK ALARIS HOLDINGS LIMITED, a limited company incorporated in England and Wales with registration number 08550309, having its registered office at Hemel One, Boundary Way, Hertfordshire, United Kingdom HP2 7YU

(the "Pledgor")

- and -

KPP (NO. 2) TRUSTEES LIMITED, having its registered office at 21 Holborn Viaduct, London, EC1A 2DY

(the "Secured Party")

CONTEXT:

- A. The Secured Party has entered into a senior facility agreement dated as of September 29, 2020 (the "Facility Agreement") with, among others, the Pledgor under which the Secured Party has made available certain credit facilities to the Pledgor.
- B. The Pledgor has agreed to execute and deliver this Agreement to and in favour of the Secured Party as security for the payment and performance of the Obligations.

THEREFORE, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Facility Agreement, and the following terms have the following meanings:

- 1.1.1 "Agreement" means this agreement, including all Schedules, as it may be amended, supplemented, restated or replaced by written agreement between the Parties.
- 1.1.2 "Business Day" means a Business Day (as defined in the Facility Agreement) or, for any act to be performed in the Province of Ontario or for calculation of time periods pursuant to applicable Law of the Province of Ontario, means any day other than a Saturday or Sunday or statutory holiday in the Province of Ontario.
- 1.1.3 "Collateral" is defined in Section 2.1.
- 1.1.4 "Communication" means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.

- 1.1.5 "Facility Agreement" is defined at Paragraph A under "Context", above.
- 1.1.6 "Event of Default" has the meaning given to that term in the Facility Agreement.
- 1.1.7 "Distributions" means all distributions made with respect to any Pledged Shares or other Collateral, including returns of capital, liquidating dividends, share dividends and other non-cash dividends, and shares or other securities resulting from mergers, share splits, reclassifications, consolidations, conversions, or the exercise of warrants or options, but not including Dividends.
- 1.1.8 "Dividends" means cash dividends and cash distributions made in the ordinary course of business with respect to any Pledged Shares or other Collateral.
- 1.1.9 "Governmental Authority" means:
 - 1.1.9.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or
 - 1.1.9.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- 1.1.10 "Group Structure Chart" has the meaning given to that term in the Facility Agreement.
- 1.1.11 "Loan Documents" means this Agreement, the Facility Agreement and any other Finance Document or Loan Note Document.
- 1.1.12 "Obligations" means all indebtedness, liabilities and obligations of the Pledgor to the Secured Party, however, whenever and wherever incurred, whether direct, indirect, present or future, liquidated or unliquidated, matured or unmatured, or absolute or contingent, under, in connection with or with respect to the Finance Documents and Loan Note Documents.
- 1.1.13 "Parties" means the Pledgor and the Secured Party, and "Party" means either of them.
- 1.1.14 "Permitted Security" has the meaning given to that term in the Facility Agreement.
- 1.1.15 "Person" includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, a Governmental Authority, and the heirs, executors, administrators or other legal representatives of an individual.
- 1.1.16 "Pledged Share Issuer" means each Person identified in Schedule 1 under the heading "Pledged Share Issuer", and each other Person whose capital stock is pledged or is required to be pledged from time to time under the Facility Agreement by the Pledgor to the Secured Party as Collateral.

- 1.1.17 "Pledged Shares" means all shares of capital stock or other interests of any Pledged Share Issuer which are given as security or required to be given as security under the Facility Agreement from time to time by the Pledgor to the Secured Party.
- 1.1.18 "Pledgor" is defined in the preamble.
- 1.1.19 "PPSA" means the *Personal Property Security Act* (Ontario).
- 1.1.20 "Secured Party" is defined in the preamble.
- 1.1.21 "Security Interest" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.

1.2 Certain Rules of Interpretation

- 1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- 1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.3 References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement.
- 1.2.4 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made in connection with that statute from time to time, and is to be construed as a reference to that statute as amended from time to time, supplemented or replaced.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.4 Entire Agreement

This Agreement, together with the other Loan Documents and any other agreements and documents to be delivered under this Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Agreement except as specifically set out in this Agreement or in the other Loan Documents. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of

fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in the other Loan Documents.

ARTICLE 2 PLEDGE

2.1 Grant of Security Interest

The Pledgor pledges, hypothecates, assigns, charges, mortgages and delivers to the Secured Party, and grants to the Secured Party a continuing Security Interest in, all of the Pledgor's present and future right, title and interest in and to all of the following property (collectively, the "Collateral"):

- 2.1.1 all issued and outstanding shares of capital stock or other interests in each Pledged Share Issuer;
- 2.1.2 all other Pledged Shares issued from time to time;
- 2.1.3 all other shares of capital stock, other securities, assignments of any amounts due or to become due, and other instruments with respect to the Pledged Shares, which are now delivered by the Pledgor to the Secured Party or may in the future be delivered by the Pledgor to the Secured Party under this Agreement;
- 2.1.4 subject to Section 2.5, all Dividends, Distributions, interest, and other payments and rights with respect to any of the above; and
- 2.1.5 all proceeds of any of the above.

2.2 Security for Obligations

The Security Interest granted by this Agreement in the Collateral secures the due payment and performance of the Obligations.

2.3 Continuing Security Interest

This Agreement creates a continuing Security Interest in the Collateral and will remain in full force and effect until payment in full of all Obligations and the termination of the Facility Agreement. Upon the payment in full of all Obligations and the termination of the Facility Agreement, the Security Interest granted by this Agreement will terminate and all rights to the Collateral will revert to the Pledgor. Upon that termination, the Secured Party will, at the Pledgor's sole expense, deliver to the Pledgor, without any representations, warranties or recourse of any kind, all certificates and instruments representing or evidencing all Pledged Shares, together with all other Collateral held by the Secured Party, and execute and deliver to the Pledgor any documents the Pledgor requests to evidence the termination.

2.4 Attachment

The Pledgor and the Secured Party do not intend to postpone the attachment of the Security Interest created by this Agreement, and that Security Interest will attach when:

- 2.4.1 this Agreement has been executed, or in the case of after-acquired property, that property has been acquired by the Pledgor;
- 2.4.2 value has been given; and
- 2.4.3 the Pledgor has rights in the Collateral, or in the case of after-acquired property, acquires rights in the Collateral.

2.5 Dividends

So long as no Event of Default has occurred and is continuing, the Pledgor will be entitled to receive, retain and otherwise deal with all Dividends paid in respect of the Pledged Shares, free and clear of the Security Interest granted by this Agreement. After the occurrence and during the continuation of an Event of Default, the Pledgor will deliver to the Secured Party, promptly and without any request by the Secured Party, all Dividends it receives, which will be held by the Secured Party as additional Collateral for use in accordance with Section 6.3.

2.6 Distributions and Proceeds

All Distributions and proceeds of Collateral received by the Pledgor will be delivered to the Secured Party promptly, and without any request by the Secured Party, and will be held by the Secured Party as Collateral for use in accordance with Section 6.3.

2.7 Trust

All Distributions and proceeds of Collateral and all Dividends which must be delivered to the Secured Party under Sections 2.5 and 2.6, will, prior to their delivery to the Secured Party, be held in trust by the Pledgor for the Secured Party, separate and apart from the Pledgor's other property.

2.8 Voting Rights

- 2.8.1 Unless a Event of Default has occurred and is continuing and the Secured Party has given the notice referred to in Section 2.8.2, the Pledgor will have the exclusive voting power with respect to any shares of capital stock (including any of the Pledged Shares) constituting Collateral, and the Secured Party will promptly deliver all proxies and other documents, if any, to allow the Pledgor to exercise that voting power. No vote will be cast, and no consent, waiver, or ratification given, or action taken, by the Pledgor that would impair the Collateral or be inconsistent with or violate the provisions of any agreement, instrument, contract or document (including this Agreement) made between the Pledgor and the Secured Party or in favour of the Secured Party.
- 2.8.2 After the occurrence and during the continuation of any Event of Default, after the Secured Party has notified the Pledgor of the Secured Party's intention to exercise its voting power under this Section 2.8.2:
 - 2.8.2.1 the Secured Party may exercise (to the exclusion of the Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Shares or other shares of capital stock constituting Collateral, and the Pledgor grants the Secured Party an irrevocable proxy, exercisable under those circumstances, to vote the Pledged Shares and such other Collateral; and

- 2.8.2.2 the Pledgor will promptly deliver to the Secured Party any additional proxies and other documents requested by the Secured Party to allow the Secured Party to exercise that voting power.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PLEDGOR

3.1 Warranties

With the exception of Section 3.7, each of the Pledgor's representations and warranties set out in this Article will be deemed to be made to the Secured Party by the Pledgor at the same time that any Collateral is delivered to the Secured Party after the date of this Agreement.

3.2 Ownership, No Liens

The Pledgor is the legal and beneficial owner of, has good and marketable title to, and has full right and authority to pledge, deliver and grant a Security Interest in, the Collateral, free and clear of all Security Interests, options, or other claims, except for the Security Interest granted in favour of the Secured Party under this Agreement and any Permitted Security.

3.3 Valid Security Interest

The delivery of Collateral to the Secured Party is effective to create a valid, perfected, first priority Security Interest in that Collateral and all proceeds of that Collateral, securing the Obligations. No filing or other action will be necessary to perfect or protect that Security Interest (although the Pledgor acknowledges that the Secured Party may register at any time in its sole discretion a financing statement or other notice of the Security Interest granted in this Agreement under the PPSA or the personal property security legislation in any jurisdiction that the Secured Party considers appropriate, acting reasonably).

3.4 Shares as Collateral

All shares of capital stock delivered as Collateral are duly authorized and validly issued, fully paid, non-callable and non-assessable.

3.5 As to Pledged Shares

The Pledged Shares delivered on the date of this Agreement constitute the percentage of all of the issued and outstanding shares of the relevant classes of capital stock of each Pledged Share Issuer as set out in Schedule 1.

3.6 Subsidiaries

The Pledgor has no direct subsidiaries other than those identified on the Group Structure Chart.

3.7 Authorization, Approval

No authorization, approval (other than has been obtained and delivered to the Secured Party), or other action by, and no notice to or filing with, any Governmental Authority, regulatory body or any other Person is required for either:

- 3.7.1 the pledge by the Pledgor of any Collateral or the granting of the Security Interest pursuant to this Agreement or for the execution, delivery, and performance of this Agreement by the Pledgor; or
- 3.7.2 the exercise by the Secured Party of the voting or other rights provided for in this Agreement, or the rights or remedies in respect of the Collateral under this Agreement, except as may be required in connection with a disposition of the Collateral by laws affecting the offering and sale of securities generally.

3.8 Location of Pledgor

The chief executive office of the Pledgor is located at Hemel One, Boundary Way, Hertfordshire, United Kingdom HP2 7YU, and the places of business and offices where the Pledgor keeps its records concerning the Collateral are located at Hemel One, Boundary Way, Hertfordshire, United Kingdom HP2 7YU, and the Pledgor will upon at least five (5) Business Days prior written notice to the Secured Party advise the Secured Party of any changes to those addresses.

3.9 Survival of Representations and Warranties

All representations and warranties made by the Pledgor in this Agreement are material, will be considered to have been relied on by the Secured Party and will survive without regard to any investigation made at any time by or on behalf of the Secured Party, or any disposition or payment of the Obligations, until repayment and performance in full of the Obligations, termination of the Facility Agreement, and termination of all rights of the Pledgor that, if exercised, would result in the existence of Obligations.

ARTICLE 4 COVENANTS

4.1 Protect Collateral; Further Assurances

The Pledgor will not sell, assign, transfer, pledge, or encumber in any other manner the Collateral (except in favour of the Secured Party, and under the Permitted Security). The Pledgor will warrant and defend the Security Interests granted by this Agreement and the right and title granted to the Secured Party in and to the Collateral (and all right, title, and interest represented by the Collateral) against all Security Interests, claims and demands of any other Person. The Pledgor will, at any time and at its own expense, promptly execute and deliver all further instruments, and take all further action that may be requested by the Secured Party to perfect and protect any Security Interest granted or purported to be granted by this Agreement, or to enable the Secured Party to exercise and enforce its rights and remedies with respect to any Collateral.

4.2 Stock Powers

All certificates evidencing shares of capital stock constituting Collateral will be endorsed by the Pledgor to the Secured Party, endorsed in blank for transfer, or accompanied by duly executed undated blank stock powers, or other equivalent instruments of transfer acceptable to the Secured Party. The Pledgor will, upon the request of the Secured Party, promptly deliver to the Secured Party any stock powers, instruments, and similar documents, satisfactory in form and substance to the Secured Party, with respect to the Collateral as the Secured Party may request and will, upon the request of the Secured Party after the occurrence of any Event of Default, promptly transfer any Pledged Shares or any other Collateral into the name of the Secured Party or any nominee designated by the Secured Party.

4.3 Continuous Pledge

Subject to Sections 2.3 and 2.5, the Pledgor will, at all times, keep pledged to the Secured Party all shares of capital stock constituting Collateral, all Dividends and Distributions with respect to that Collateral, and all other Collateral and other securities, proceeds, and rights from time to time received by or distributable to the Pledgor in respect of any Collateral.

ARTICLE 5 SECURED PARTY

5.1 Secured Party Appointed Attorney-in-Fact

The Pledgor irrevocably appoints the Secured Party as the Pledgor's attorney-in-fact, effective upon the occurrence and during the continuance of a Event of Default, with full authority in the place of the Pledgor and in the name of the Pledgor or otherwise, in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including:

- 5.1.1 to ask, demand, collect, sue for, recover, compromise, receive and give releases and receipts for moneys due and to become due under or in respect of any of the Collateral;
- 5.1.2 to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with Section 5.1.1;
- 5.1.3 to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and
- 5.1.4 to perform any act which the Pledgor agrees to perform under this Agreement, but fails to perform after being requested to do so in writing (it being understood that no such request need be given after the occurrence of a Event of Default), and to take any other action which the Secured Party deems necessary for the maintenance, preservation or protection of any of the Collateral or of its Security Interest in the Collateral.

The Pledgor acknowledges, consents and agrees that the power of attorney granted under this Section is (until termination of the Security Interest granted under this Agreement upon the payment in full and termination of the Facility Agreement and all Obligations) irrevocable and coupled with an interest.

5.2 Secured Party Has No Duty

The powers conferred on the Secured Party in this Agreement are solely to protect its interest in the Collateral and will not impose any duty on it to exercise any of those powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it under this Agreement, the Secured Party will have no duty as to any Collateral and no responsibility for:

- 5.2.1 ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters; or
- 5.2.2 taking any necessary steps to preserve rights against prior parties or any other rights relating to any Collateral.

5.3 Reasonable Care

The Secured Party is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession. The Secured Party will be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes any action for that purpose at the written request of the Pledgor, which request cannot be made upon or after the occurrence of any Event of Default, but failure of the Secured Party to comply with such a request will not in itself constitute a failure to exercise reasonable care.

ARTICLE 6 REMEDIES

6.1 Certain Remedies

If any Event of Default has occurred and is continuing the Secured Party may exercise any one or more of the following remedies:

- 6.1.1 exercise in respect of the Collateral, in addition to other rights and remedies provided for in this Agreement or otherwise available to it at law or in equity, all the rights and remedies of a secured party on default under the PPSA (whether or not the PPSA applies to the affected Collateral) and also may, without notice except as specified below, sell the Collateral or any part of it in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, upon any terms (including deferring payment of the purchase price) the Secured Party deems commercially reasonable. The Pledgor agrees that, to the extent notice of sale is required by law, at least fifteen (15) days' prior notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notice. The Secured Party will not be obligated to sell any Collateral regardless of notice of sale having been given. The Secured Party may adjourn and reschedule any public or private sale by announcement at the time and place originally scheduled;

- 6.1.2 transfer all or any part of the Collateral into the name of the Secured Party or its nominee, without disclosing that such Collateral is subject to the Security Interest under this Agreement;
- 6.1.3 notify any Person to make payment to the Secured Party of any amount due or to become due with respect to any other obligations under the Collateral;
- 6.1.4 enforce collection of any of the Collateral by suit or otherwise, or surrender, release or exchange all or any part of it, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to it;
- 6.1.5 endorse any cheques, drafts, or other writings in the Pledgor's name to allow collection of the Collateral;
- 6.1.6 take control of any proceeds of the Collateral;
- 6.1.7 appoint by instrument in writing or by court application a receiver or receiver-manager of the Collateral; and
- 6.1.8 execute (in the name of and in place of the Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

6.2 Compliance with Restrictions

The Secured Party is authorized, in connection with any offer or sale of Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to avoid any violation of applicable law, including compliance with any procedures that may restrict the number of prospective bidders and purchasers, require that prospective bidders and purchasers have certain qualifications, or restrict prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Collateral. The Pledgor further agrees that such compliance will not, on its own, amount to a failure to have made a sale in a commercially reasonable manner, and that the Secured Party will not be liable or accountable to the Pledgor for any discount allowed because Collateral is sold in compliance with any such limitation or restriction.

6.3 Application of Proceeds

All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied in accordance with the terms and conditions of the Facility Agreement.

6.4 Indemnity and Expenses

The Pledgor indemnifies and holds harmless the Secured Party from and against all claims, losses, liabilities, costs and expenses, including reasonable fees and disbursements of the Secured Party's counsel and any experts it retains, arising out of or resulting from this Agreement or enforcement of it, including those incurred in connection with:

- 6.4.1 the administration of this Pledge Agreement;
- 6.4.2 the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- 6.4.3 the exercise or enforcement of any of the rights of the Secured Party under this Agreement;
- 6.4.4 the failure by the Pledgor to perform or observe any of the provisions of this Agreement; and
- 6.4.5 the advance of any funds under Section 5.1.4;

but excluding those which result from the Secured Party's bad faith, gross negligence or wilful misconduct.

ARTICLE 7 GENERAL

7.1 No Automatic Discharge

Subject to Section 2.3, this Agreement will not be or be considered to have been discharged by reason only of the Pledgor ceasing to be indebted or under any liability, direct or indirect, absolute or contingent, to the Secured Party.

7.2 Time of Essence

Time is of the essence of this Agreement.

7.3 Notices

Any Communication required or permitted to be given under this Agreement shall be made in accordance with the terms of the Facility Agreement.

7.4 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- 7.4.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or
- 7.4.2 the legality, validity or enforceability of that provision in any other jurisdiction.

7.5 Submission to Jurisdiction

Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, each of the Parties:

- 7.5.1 irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;
- 7.5.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 7.5, of the substantive merits of any such suit, action or proceeding; and
- 7.5.3 to the extent a Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, irrevocably waives that immunity in respect of its obligations under this Agreement.

7.6 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

7.7 Further Assurances

Each Party will, at the Pledgor's cost, execute and deliver such further agreements and documents and provide such further assurances as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide such assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or stock exchanges having jurisdiction over the affairs of a Party or as may be required from time to time under applicable securities legislation.

7.8 Assignment

- 7.8.1 The Secured Party may, without notice to or consent of the Pledgor, at any time assign, transfer or grant a Security Interest in its rights and obligations under this Agreement and the Security Interests granted by this Agreement. The Pledgor expressly agrees that the assignee, transferee or secured party, as the case may be, will have all of the Secured Party's rights and remedies under this Agreement and the Pledgor will not assert any defence, cross-claim, counterclaim, right of set off or any other claim which the Pledgor now has or in the future acquires against the Secured Party in any action commenced by any assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.
- 7.8.2 Neither this Agreement nor any rights or obligations under this Agreement may be assigned by the Pledgor without the prior consent of the Secured Party.

7.9 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

7.10 Counterparts and Electronic Delivery

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile or functionally equivalent electronic means, and those counterparts will together constitute one and the same instrument.

7.11 Paramountcy

If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Facility Agreement, then the provisions of the Facility Agreement will have priority and will govern to the extent of that conflict or inconsistency, provided however that the existence of a particular representation, warranty, covenant or other provision in this Agreement which is not contained in the Facility Agreement will not be deemed to be a conflict or inconsistency, and that particular representation, warranty, covenant or other provision will continue to apply.

7.12 No *Contra Proferentem*

This Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, no rule of interpretation favouring one Party over another based on authorship will apply.

7.13 Acknowledgement and Waiver

The Pledgor:

- 7.13.1 acknowledges receiving a copy of this Agreement; and
- 7.13.2 to the extent permitted by law, waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Agreement or any amendments to this Agreement.

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✓ MARK AUFSTATT

CEO

Name: Brian Spence, Director


Name: Tomislav Lukic, on behalf of Director

Each of the Parties has executed and delivered this Agreement, as of the date noted at the beginning of this Agreement.

KODAK ALARIS HOLDINGS LIMITED

Per _____
Name:
Title:

KPP (NO.2) TRUSTEES LIMITED acting by **BRIAN SPENCE**, a director and **TOMISLAV LUKIC** duly authorised by **DALRIADA TRUSTEES LIMITED** to sign on its behalf as director of **KPP (NO.2) TRUSTEES LIMITED**

Per  _____
C649DC6636CD4D1...
Name: Brian Spence, Director

Per  _____
Name: Tomislav Lukic, on behalf of Director

SCHEDULE 1

Pledged Shares

| Pledged Share Issuer | Class of Shares/ Interests | No. of Shares/ Interests Outstanding | No. of Shares/ Interests Pledged | % Outstanding Shares/ Interests Pledged |
|---|---------------------------------------|---|---|--|
| Kodak Alaris Operations Canada Inc. | Class A | 1,112,500 | 1,112,500 | 100% |