



Registration of a Charge

Company name: **KODAK ALARIS HOLDINGS LIMITED**

Company number: **08550309**

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



X9FNT3XL

Details of Charge

Date of creation: **25/09/2020**

Charge code: **0855 0309 0029**

Persons entitled: **KPP (NO. 2) TRUSTEES LIMITED (AS ORIGINAL LENDER)**
KPP (NO. 2) TRUSTEES LIMITED (AS EXISTING LOAN NOTE HOLDER)
KPP (NO. 2) TRUSTEES LIMITED (AS AGENT)
KPP (NO. 2) TRUSTEES LIMITED (AS SECURITY AGENT)

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 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th 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

**SHARE PLEDGE AGREEMENT
(GESCHÄFTSANTEILSVERPFÄNDUNG)**

TRANSACTIONED

in Munich on 25 September 2020

BEFORE ME,

the undersigned Notary Public

Dr. Markus Riemenschneider

in Munich

appeared today in my office Theatinerstrasse 12 in 80333 Munich:

(1) Ms Katharina Pröbstl, [REDACTED]
[REDACTED]
[REDACTED]

not acting for herself, but, excluding any personal liability, in the name and on behalf of:

Kodak Alaris Holdings Limited, a limited liability company, incorporated and registered in England and Wales with company number 08550309 whose registered office is Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire HP2 7YU, United Kingdom, in its capacity as pledgor,

pursuant to a written power of attorney which was presented in the original at the notarisation and a certified copy of which is attached to this deed;

(2) Ms Katharina Pröbstl, [REDACTED]
[REDACTED]
[REDACTED]

not acting for herself, but, excluding any personal liability, in the name and on behalf of:

Kodak Alaris Germany GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, with business address at Augsburgstrasse 712, 70329 Stuttgart, Germany and registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Stuttgart under registration number HRB 746032, in its capacity as pledged company,

pursuant to a written power of attorney which was presented in the original at the notarisation and a certified copy of which is attached to this deed;

(3) Mr Roland Schiller, [REDACTED]
[REDACTED]
[REDACTED]

not acting for himself, but, excluding any personal liability, in the name and on behalf of:

KPP (No. 2) Trustees Limited, a company, incorporated under the laws of England and Wales, with its registered office at 21 Holborn Viaduct, London, EC1A 2DY, United Kingdom and registered under company number 08819827, in its capacity as security agent, agent, existing loan note holder and original lender,

pursuant to a written power of attorney which was presented as a copy at the notarisation with the promise to hand out the original immediately, of which a certified copy shall be attached to this deed.

Neither the Notary nor the deponents assume any liability as to the validity and/ or the scope of the powers of attorney presented.

The Notary asked the deponents whether his legal practice had been previously instructed in the present matter within the meaning of section 3 paragraph 1, sentence 1, number 7 of the Notarisation Act (*Beurkundungsgesetz*). After having been instructed by the Notary, the deponents and the Notary responded in the negative.

The deponents requested the Notary to notarise this deed in the English language for the convenience of the parties represented by them and confirmed that they had adequate command of the English language. The Notary declared that he also had adequate command of the English language.

The deponents, acting as aforesaid, then requested the Notary to notarise the Share Pledge Agreement attached to this deed as Appendix 1 with its Schedule 1. The Share Pledge Agreement forms an integral part of this deed.

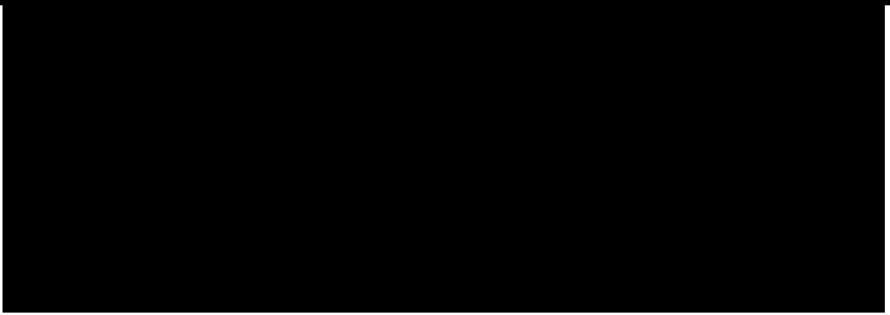
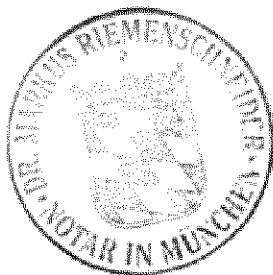
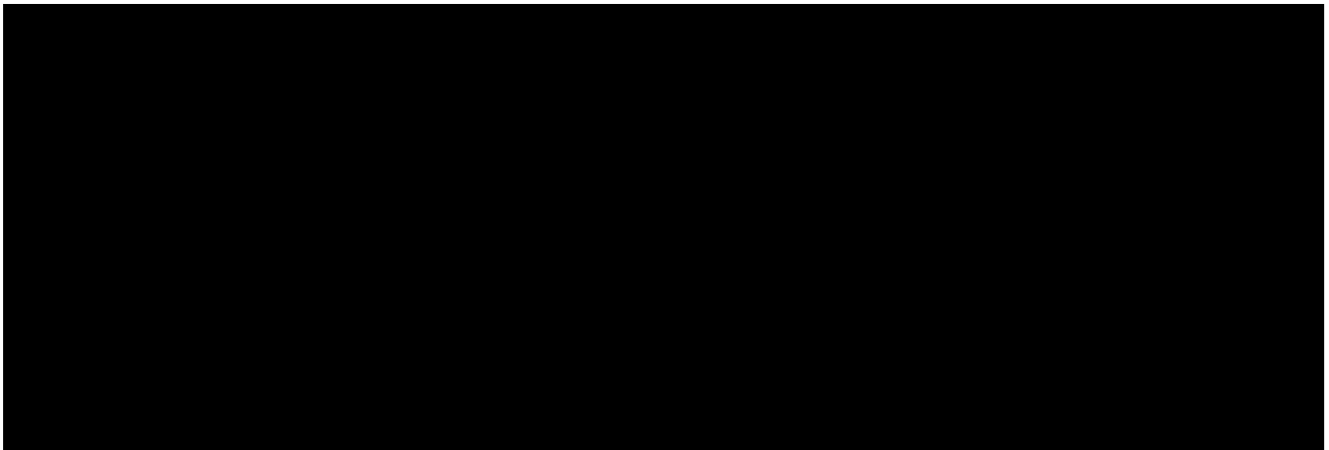
The Notary advised the deponents that:

- a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees are identical);
- notwithstanding section 16 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaft mit beschränkter Haftung*) there is no bona fide creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgees are not protected if the shares purported to be pledged do not exist, have been previously

transferred to a third party or have been previously encumbered for the benefit of a third party);

- the English original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes; and
- the parties hereto are, by operation of law, jointly and severally liable with respect to the payment of all notarial fees, irrespective of any internal agreement passed in that respect.

This deed with Appendix 1 was read aloud by the Notary to the deponents, was approved by the deponents and was signed by the deponents and the Notary in their own hands as follows:



SHARE PLEDGE AGREEMENT ("Agreement")

BETWEEN:

- (1) **Kodak Alaris Holdings Limited**, a limited liability company, incorporated and registered in England and Wales with company number 08550309 whose registered office is Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire HP2 7YU, United Kingdom, as pledgor ("**Pledgor**" (*Pfandgeber*));
- (2) **Kodak Alaris Germany GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*), incorporated under the laws of Germany, with business address at Augsburg Strasse 712, 70329 Stuttgart, Germany and registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Stuttgart under registration number HRB 746032, as company ("**Company**");
- (3) **KPP (No. 2) Trustees Limited** in its capacity as original lender under the Facilities Agreement (as defined below);
- (4) **KPP (No. 2) Trustees Limited** in its capacity as existing loan note holder under the Facilities Agreement (as defined below); and
- (5) **KPP (No. 2) Trustees Limited** in its capacity as agent ("**Agent**") and security agent ("**Security Agent**") under the Facilities Agreement,

(the persons named in (3) to (5) are hereinafter together referred to as, the "**Pledgees**" (*Pfandnehmer*), and the Pledgor and the Pledgees are together referred to as, the "**Parties**", and each, a "**Party**").

PREAMBLE:

- (A) Pursuant to an up to USD 50,000,000 senior facilities agreement dated on or about the date of this agreement between, among others, the Pledgor as borrower ("**Borrower**", and the Borrower together with the persons who are guarantors under the Facilities Agreement ("**Guarantors**") referred to as, the "**Obligors**", KPP (No. 2) Trustees Limited as original lender, agent, security agent and existing loan note holder and the banks and financial institutions named therein as lenders ("**Lenders**"), the Lenders have agreed to make available a revolving credit facility to the Borrower (as amended, varied, supplemented, superseded, increased or extended from time to time, the "**Facilities Agreement**").
- (B) It is a condition precedent under the Facilities Agreement that the Pledgor grants a pledge (*gewährt ein Pfandrecht*) over its shares in the Company (as defined below) as security for the Pledgees' respective claims against the Obligors under the Finance

Documents (as defined below) but also under the Loan Note Documents (as defined below).

- (C) The security created by this Agreement is to be administered by the Security Agent for and on behalf of the Pledgees pursuant to the relevant provisions of the Facilities Agreement, in particular clause 28 (*The Security Agent*) of the Facilities Agreement.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

"Accession Deed" means an accession document substantially as provided for under the Facilities Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and in relation to any date for payment or purchase of a currency the principal financial centre of the country of that currency.

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Compliance Certificate" means a certificate in form and substance satisfactory to the Agent.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Enforcement Event" means the occurrence of an Event of Default which is continuing.

"Event of Default" means any event or circumstance which entitles the Agent to terminate any commitments under the Facilities Agreement or declare any loans or other moneys provided under the Facilities Agreement due and payable in full or part before their scheduled repayment date in accordance with the terms of the Facilities Agreement.

"Finance Documents" means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Pledgor.

"Loan Note Documents" means the Loan Notes, Loan Note Instrument and the Loan Note Guarantee and any other documents entered into pursuant to any of them.

"Loan Note Guarantee" means any separate loan note guarantee document entered into evidencing the guarantee granted to secure any obligations under the Loan Note Documents, including, amongst others, the Loan Note Instrument.

"Loan Note Holders" means KPP (No. 2) Trustees Limited and the holders of the Loan Notes from time to time (each a "Loan Note Holder").

"Loan Note Instrument" means the loan note instrument dated 30 August 2013 (as amended from time to time), constituting USD 600,000,000 unsecured B loan notes due 2028 of the Borrower.

"Loan Notes" means the loan notes constituted by the Loan Note Instrument.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Resignation Letter" means a resignation document substantially as provided for under the Facilities Agreement.

"Secured Obligations" means:

- (a) primarily, all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity and including, without limitation, any obligations owed to the Security Agent under the parallel debt undertaking ("**Finance Documents Parallel Debt**" means the parallel debt undertaking between the Pledgor and the Security Agent pursuant to which the Pledgor owes to the Security Agent a separate but equal debt whereas this parallel debt will reduce in line with the debt owed to the Lenders under the Finance Documents) and any obligation or liability to pay damages) which are or may become payable or owing by any Obligor to any Pledgee or any of them pursuant to or in connection with the Finance Documents or any of them (including, but not limited to, any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)); and
- (b) subsequently only, if and to the extent the obligations under the Finance Documents have been satisfied in full and the relevant Transaction Security is sufficient in value also to secure any of the obligations under the Loan Note Documents, all obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Loan Note Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity and including, without limitation, any obligations owed to the Security Agent under the parallel debt undertaking ("**Loan Note Parallel Debt**" means the parallel debt undertaking between the Pledgor and the Security Agent pursuant to which the Pledgor owes to the Security Agent a separate but equal debt whereas this parallel debt will reduce in line with the debt owed to the Lenders under the Loan Note Documents) and any obligation or liability to pay damages) which are or may become payable or owing by any Obligor to any Pledgee or any of them pursuant to or in connection with the Loan Note Documents or any of them (including, but not limited to, any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)).

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and each Loan Note Holder and any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

"Transaction Security Documents" means any transaction security document entered into evidencing the security granted to secure any obligations of the Obligors under the Finance Documents, including, amongst others, the Facilities Agreement, and **"Transaction Security Document"** means any of them.

"Utilisation Request" means a notice substantially as provided for under the Facilities Agreement.

1.2 Interpretation

- (a) This Agreement is made in the English language only. For the avoidance of doubt, the English version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail wherever such original English word or phrase translated by such German term appears in the text of this Agreement. Wherever a German term has been used in this Agreement, such German term shall be authoritative for the construction and interpretation. Where an English legal term or concept has been used in this Agreement, the related German legal term or concept shall be authoritative for the construction and interpretation of this Agreement, unless specifically provided for otherwise in this Agreement.
- (b) The headings in this Agreement do not affect its interpretation.
- (c) Words importing the singular include the plural and vice versa.
- (d) Any reference in this Agreement to a Clause, Paragraph or a Schedule shall, subject to any contrary indication, be construed as a reference to a clause, paragraph or schedule of this Agreement.

2 Purpose of the Pledge (*Sicherungszweck*)

The pledges hereunder are constituted in order to secure (*zur Besicherung*) the prompt and complete satisfaction of all Secured Obligations. The pledges shall also cover any future extension of the Secured Obligations and the Pledgor herewith expressly agrees

that the provisions of section 1210 paragraph 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply to this Agreement.

3 Pledged Shares

- 3.1 The Company has a nominal registered share capital (*Stammkapital*) of EUR 25,000 (in words: Euro twenty-five thousand) which consists of 25,000 (in words: twenty-five thousand) shares with the serial number one to twenty-five thousand, each in the nominal amount of EUR 1 (in words: Euro one) ("**Existing Shares**").
- 3.2 The Pledgor is the owner of the Existing Shares and is registered as such in the shareholders list (*Gesellschafterliste*) of the Company as filed (*aufgenommen*) with the commercial register, a copy of which is attached as Schedule 1 (*Shareholders List*).

4 Pledge

- 4.1 The Pledgor hereby pledges (*verpfändet*) to each of the Pledgees the Existing Shares and all additional shares in the registered share capital of the Company irrespective of their nominal value which the Pledgor may acquire in the future ("**Future Shares**" and, together with the Existing Shares, the "**Shares**") together with all ancillary rights and claims associated with the Shares as more specifically specified in Clause 5 (*Scope of the Pledges*) below (each, a "**Pledge**" and together, the "**Pledges**").
- 4.2 Each of the Pledgees hereby accepts its Pledge for itself.
- 4.3 The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder.
- 4.4 The Pledges to each of the Pledgees shall be separate and individual pledges ranking *pari passu* with the other Pledges created hereunder.
- 4.5 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Obligations.
- 4.6 Irrespective that the Pledges shall be separate and individual to each of the Pledgees, each of the Pledgees hereby authorises the Security Agent to administer the Pledges for the benefit of the Pledgees in accordance with the terms of this Agreement.
- 4.7 For the avoidance of doubt, the Parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment, including by way of assumption (*Vertragsübernahme*), of all or part of the Secured Obligations by any Pledgee to a future pledgee.
- 4.8 Waiving section 418 of the German Civil Code, the Parties to this Agreement hereby agree that the security interest created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party.

5 Scope of the Pledges

5.1 Each Pledge constituted by this Agreement shall include:

- (a) the present and future rights of the Pledgor to receive:
 - (i) dividends attributable to the Shares, if any;
 - (ii) liquidation proceeds (*Liquidationserlöse*), redemption proceeds (*Einziehungsentgelt*), repaid capital in the case of a capital decrease, any compensation in the case of termination (*Kündigung*), withdrawal (*Austritt*) as a shareholder of the Company or the surplus in the case of surrender (*Preisgabe*) of the Shares of the Company;
 - (iii) all other pecuniary claims (*geldwerter Vorteil*) associated with the Shares;
- (b) the right to subscribe for newly issued Shares; and
- (c) all present and future pecuniary claims of the Pledgor against the Company arising under or in connection with any domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) or partial profit transfer agreement (*Teilgewinnabführungsvertrag*) which may be entered into between a Pledgor and the Company.

5.2 Notwithstanding that the dividends attributable to the Shares are pledged pursuant to Paragraph (a) of Clause 5.1 above, the Pledgor shall be entitled to receive and retain all dividend payments whether paid in cash or otherwise distributed in respect of the Shares until such time as the Pledgees are entitled to enforce the Pledges in accordance with Clause 7.1 below.

6 Exercise of Membership Rights

The membership rights (*Mitgliedschaftsrechte*), including the voting rights (*Stimmrechte*), attached to the Shares remain with the Pledgor. The Pledgor shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in good faith to ensure that the validity and enforceability of the Pledges and the existence of all or part of the Shares are not in any way adversely affected, other than through dividend payments pursuant to Clause 5.2 above. The Pledgor undertakes that no resolutions are or will be passed which constitute a breach of its obligations under Clause 8 (*Undertakings of the Pledgor*) below.

7 Enforcement of the Pledges

7.1 If an Enforcement Event occurs and in addition the requirements set forth in sections 1273 para. 2, 1204 et seq. of the German Civil Code with regard to the

enforcement of any of the Pledges are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable, then in order to enforce the Pledges, the Pledgees, which shall for this purposes be represented by and acting through the Security Agent, may at any time thereafter avail themselves of all rights and remedies that a pledgee has upon default of a pledgor under German law.

- 7.2 Notwithstanding section 1277 of the German Civil Code, the Pledgees are entitled to exercise their rights without obtaining an enforceable judgment or other instrument (*vollstreckbarer Titel*) by way of public auction.
- 7.3 The Pledgor hereby expressly agrees that five Business Days' prior written notice to the Pledgor of the place and time of any such public auction shall be sufficient. However, such notification is not necessary if:
- (a) an Obligor has generally ceased to make payments (*Zahlungseinstellung*);
 - (b) an application for the commencement of insolvency proceedings is filed by or against any of them; or
 - (c) there is reason to believe that observance of the notice period will adversely affect the security interest of the Pledgees.

The public auction may take place at any place in Germany designated by the Security Agent.

- 7.4 If the Security Agent seeks to enforce the Pledges under Clause 7.1 above, the Pledgor shall at its own expense render forthwith all necessary assistance in order to facilitate the prompt sale of the Shares or any part thereof, or the exercise by the Security Agent of any other right the Pledgees may have as pledgees under this Agreement or German law.
- 7.5 If the Pledges are enforced, no rights of a Pledgee shall pass to the Pledgor by subrogation or otherwise unless and until all of the Secured Obligations have been satisfied and discharged in full. Until then, the Pledgees shall be entitled to treat all enforcement proceeds as additional security for the Secured Obligations.
- 7.6 Following satisfaction of the requirements for enforcement under Clause 7.1 above, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Shares may be applied by the Security Agent in satisfaction in whole or in part of the Secured Obligations or treated as additional security for the Secured Obligations.
- 7.7 Even if the requirements for enforcement referred to under Clause 7.1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares. However, upon occurrence of an event which entitles the Pledgees to enforce the Pledges, the Pledgor shall have the obligations and the

Pledges shall comply with the requirements set forth in Clause 8.3 below regardless of which resolutions are intended to be adopted.

- 7.8 The Pledgor hereby expressly waives all defenses of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechenbarkeit*) pursuant to sections 770, 1211 of the German Civil Code, save for any set-off permitted under the Facilities Agreement. In the case of enforcement, section 1225 of the German Civil Code (*Forderungsübergang auf den Pfandgeber*) shall not apply. Further, the Pledgor shall not at any time before, on or after an enforcement of the Pledges and as a result of the Pledgor entering into this Agreement, be entitled to demand indemnification or compensation from the Company or any of the Company's affiliates or to assign any of these claims.
- 7.9 The Security Agent may, in its sole discretion, determine which of several security interests shall be used to satisfy the Secured Obligations. The Pledgor hereby expressly waives its right pursuant to section 1230 sentence 2 of the German Civil Code to limit the realisation of the Pledges and pledges over the shares or partnership interests in one or more other companies or partnerships to such number of pledges as are necessary to satisfy the Secured Obligations, if the Security Agent reasonable expects a proportionally higher profit from the realisation of all Pledges and agrees further that the Security Agent may decide to enforce the Pledges individually in separate proceedings or together with pledges over shares or partnership interests in one or more other companies or partnerships at one single proceeding (*Gesamtverwertung*).

8 Undertakings of the Pledgor

During the term of this Agreement, the Pledgor undertakes to each of the Pledges unless otherwise expressly agreed in the Finance Documents:

- 8.1 not to take, or as the case may be, participate in:
- (a) any action which results or might result in the Pledgor's loss of ownership of all or part of the Shares;
 - (b) any other transaction which would have the same effect as a sale, transfer, encumbrance, or other disposal of the Shares;
 - (c) any action which would for any other reason be inconsistent with the security interest of the Pledges or the security purpose (as described in Clause 2 (*Purpose of the Pledge (Sicherungszweck)*) above); or
 - (d) any action which would defeat, impair or circumvent the rights of the Pledges;
- except, in each case, with the prior written consent of the Security Agent;

- 8.2 not to encumber, permit to subsist, create, or agree to create any other security interest or third party right in or over the Shares, except as set out in this Agreement;
- 8.3 to promptly inform the Security Agent by notification in writing of all matters which the Pledgor is aware which might adversely affect the security interest of the Pledgees. In particular, the Pledgor shall notify the Security Agent by notification in writing forthwith of any shareholders' meeting at which a shareholders' resolution is intended to be adopted which could have an adverse effect upon any of the Pledges. The Pledgor shall allow, following the occurrence of any of the circumstances which permit the Pledgees to enforce the Pledges in accordance with Clause 7 (*Enforcement of the Pledges*) above, the Pledgees or, as the case may be, their proxy or any other person designated by the Pledgees, to participate in all shareholders' meetings of the Company as attendants without power to vote. The Pledgees' right to attend the shareholders' meeting shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations. In any event, as long as any of the Pledges remains in effect, and upon reasonable request of the Security Agent, the Security Agent shall receive minutes of any ordinary or extraordinary shareholders' meeting;
- 8.4 in the event of any increase in the registered share capital of the Company, not to allow, without the prior written consent of the Security Agent any other party to subscribe for any future shares if such subscription were to result in a decrease of the Pledgor's shareholding below the proportion currently held by the Pledgor, and not to defeat, impair, or circumvent in any way the rights of the Pledgees created hereunder;
- 8.5 to promptly notify the Security Agent by notification in writing of any encumbrance over the Shares (or part of them) or the registration of an objection (*Widerspruch*) in relation to the Shares of the Pledgor in the shareholders list as filed with the commercial register. In the case of any attachment (*Pfändung*) in respect of any of the Shares, the Pledgor shall promptly notify the Security Agent by notification in writing, such notice to be accompanied by any documents the Pledgees might need to defend themselves against any claim of a third party. In particular, the Pledgor shall promptly forward to the Security Agent a copy of the attachment order (*Pfändungsbeschluss*), any transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment;
- 8.6 to promptly provide the Security Agent with any filings to the commercial register (*Handelsregisteranmeldungen*) and any notifications of the commercial register (*Handelsregisterbekanntmachungen*) concerning the Company;
- 8.7 not to change the articles of association of the Company to restrict or prohibit the transfer of the relevant Shares, including any change pursuant to which the transfer of shares would require the consent of the shareholders, shareholders' meeting, any other body of the Company or the Company itself;

- 8.8 to promptly effect any contributions in cash (*Bareinlage*) or kind (*Sacheinlage*) to be made in respect of the Shares;
- 8.9 to ensure that it will be the sole legal and beneficial owner, free from encumbrances (other than the Pledges), of the Shares;
- 8.10 to fully pay in any Future Shares and to procure that there will be no obligation for a shareholder to make additional contributions (*keine Nachschusspflicht*);
- 8.11 to enter into the commercial register all facts required by law of being entered into the commercial register of the Company; and
- 8.12 not to enter into any profit and loss pooling agreements, domination agreements, silent partnership agreements, or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company.

9 Representations and Warranties

The Pledgor represents and warrants to each of the Pledgees by way of an independent guarantee in the meaning of section 311 of the German Civil Code (*unabhängiges Garantieverprechen*) that:

- 9.1 the statements made in Clause 3 (*Pledged Shares*) above are true and correct;
- 9.2 it is the sole legal and beneficial owner, free from encumbrances (other than (i) the Pledges and (ii), until the effectiveness of the release of the existing pledges created pursuant to a share pledge agreement dated 6 April 2017 (notarial deed number 1448/R 2017 of the notary public Dr. Markus Riemenschneider in Munich, Germany) ("**Existing Pledges**") pursuant to the release agreement entered into as a condition to the Facility Agreement, the Existing Pledges), of the Shares;
- 9.3 the Existing Shares are fully paid in and there is no obligation for a shareholder to make additional contributions;
- 9.4 the registered share capital of the Company has not been repaid in any way;
- 9.5 all facts capable of being entered into the commercial register of the Company have been entered into the commercial register, and, in particular, no shareholders' resolutions regarding changes in the articles of association of the Company have been passed which have not been entered into the commercial register of the Company and/ or are not disclosed to the Security Agent in writing;
- 9.6 at the date hereof the Company is validly existing and neither unable nor admits inability to pay its respective debts when due (*zahlungsunfähig*), over-indebted (*überschuldet*) or deemed unable to pay its respective debts as they fall due (*drohend zahlungsunfähig*) (all within the meaning of sections 17 to 19 of the German Insolvency Act

(*Insolvenzordnung*)) nor subject to any insolvency proceedings (*Insolvenzverfahren*) or any refusal to open insolvency proceedings due to a lack of assets (*Abweisung mangels Masse*) (within the meaning of section 26 of the German Insolvency Act);

- 9.7 there are no profit and loss pooling agreements, domination agreements, silent partnership agreements, or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company;
- 9.8 pursuant to the articles of association of the Company, the Pledges over the Shares and over any and all ancillary rights and claims associated with the Shares (as more particularly specified in Clause 5 (*Scope of the Pledges*)) are not subject to the approval of the Company's shareholders or the Company. The approvals and consents granted relating to the entering into this Agreement before the date of this Agreement including the respective shareholders' resolutions are attached hereto as Schedule 2 (*Consent to Pledge*); and
- 9.9 upon due notification to the Company and the effectiveness of the release of the Existing Pledges pursuant to the release agreement entered into as a condition to the Facility Agreement, the Pledges constituted hereunder create valid first-ranking pledges which are enforceable without enforceable judgment or other instrument (*vollstreckbarer Titel*).

10 Duration and Independence

- 10.1 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 Obligor has only temporarily discharged the Secured Obligations.
- 10.2 This Agreement shall create a continuing security and no change, amendment, restatement or supplement whatsoever in the Finance Documents or in any document or agreement related to any of the Finance Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it.
- 10.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.

11 Release of Pledge (*Pfandfreigabe*)

Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees will as soon as reasonably practicable declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietät*) cease to exist by operation of German mandatory law.

12 Partial Invalidity; Waiver; Amendments; Miscellaneous

- 12.1 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 relevant 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. The invalid or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the Parties and the invalid, illegal or unenforceable provision. The aforesaid shall apply mutatis mutandis to any gap in this Agreement.
- 12.2 No failure to exercise, nor any delay in exercising, on the part of the Pledgees, any right or remedy hereunder shall operate as a waiver thereof or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of any Pledgee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall 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.
- 12.3 In particular, the Pledges shall not be affected and shall in any event extend to any and all shares in the Company even if the number or nominal value of the Existing Shares or the registered share capital of the Company as stated in Clause 3 (*Pledged Shares*) are inaccurate or deviate from the actual facts.
- 12.4 Changes and amendments to this Agreement including this Clause 12.4 shall be made in writing, unless notarial form is required by law.
- 12.5 This Agreement constitutes the entire agreement of the Parties hereto with regard to the Pledges and supersedes all oral, written or other type of agreements in respect thereof.

13 Notices; Language

- 13.1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand, fax or electronic photocopy via e-mail. Each notice or communication shall be given to the relevant Party at the address or fax number and marked for the attention of the persons(s) or department from time to time specified in writing by that Party to the other. The initial address, fax number and person(s) or department so specified by each Party are set out below:

for the Pledgor:

Kodak Alaris Holdings Limited

Address: Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7YU, United Kingdom

Attention: John O'Reilly, Group General

Counsel and Company Secretary with copy email to john.oreilly@kodakalaris.com and cc. to email legal@kodakalaris.com;

for the Pledgees to the Security Agent: KPP (No. 2) Trustees Limited
Address: c/o Dalriada Trustees Limited,
Linen Loft, Adelaide Street, Belfast, Northern
Ireland, BT2 8FE
Attention: Sarah Ballantyne
Email:
Sarah_Ballantyne@dalriadatrustees.co.uk

or to such other address as the recipient may notify or may have notified to the other Party in writing.

13.2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt:

- (a) in the case of a letter, on the second business day in the country of receipt after posting; and
- (b) in the case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch.

13.3 Save for the notice pursuant to section 1280 of the German Civil Code, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into the English language. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

14 Notification of Pledges

The Company has attended the notarisation of this Agreement and is hereby notified by the Pledgor of the Pledges created hereunder pursuant to section 1280 of the German Civil Code. By countersigning this Agreement, the Company acknowledges such notification.

15 Indemnity

15.1 The Pledgees shall not be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of any of the Pledgees.

15.2 The Pledgor will indemnify the Pledgees and keep the Pledgees indemnified against any and all damages, losses, actions, claims, expenses, demands and liabilities which may be incurred by, or made against, any of the Pledgees for anything done or omitted in the

exercise or purported exercise of the powers contained herein and occasioned by any breach of the Pledgor of any of its obligations or undertakings contained herein other than to the extent that such damages, losses, actions, claims, expenses, demands and liabilities are incurred by, or made against, the Pledgees as a result of the gross negligence or wilful misconduct of any of the Pledgees.

16 Costs and Expenses

The Pledgor shall bear all costs and expenses (including legal fees) reasonably incurred in connection with the preparation, execution and amendment of this Agreement. In addition, the Pledgor shall bear all costs and expenses (including legal fees) incurred in connection with the enforcement of, or the preservation of any rights under, this Agreement.

17 Applicable Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by German law.

18 Jurisdiction

18.1 The courts of Frankfurt am Main, Germany have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) ("**Dispute**").

18.2 The Parties agree that the courts of Frankfurt am Main, Germany are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

18.3 This Clause 18 (*Jurisdiction*) is for the benefit of the Pledgees only. As a result, no Pledgee shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Pledgee may take concurrent proceedings in any number of jurisdictions.

Schedule 1 Shareholders List

GESELLSCHAFTERLISTE DER
KODAK ALARIS GERMANY GMBH
(Amtsgericht Stuttgart, HRB 746032)

Die Firma der Alleingeschafterin hat sich geändert.

| Laufende Nummer | Geschafter | Sitz/Eingetragene Geschäftsadresse | Registernummer | Nennbetrag je Geschäftsanteil | Nennbetrag der Geschäftsanteile kumuliert |
|-----------------------------|-------------------------------|--|------------------------------|-------------------------------|---|
| 1 bis 25.000 | Kodak Alaris Holdings Limited | Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7YU, UK, UK | Companies House Nr. 08550309 | EUR 1,00 | EUR 25.000,00 |
| Stammkapital gesamt: | | | | | EUR 25.000,00 |

Stuttgart, den  Januar 2014


Wolfgang Menz
Geschäftsführer

MUNGB01558137.2

Hogan Lovells

Schedule 2 Consent to Pledge

DocuSign Envelope ID: 4C88268B-08DC-4829-9C65-24CE66AE117E

SHAREHOLDER'S RESOLUTION

of

Kodak Alaris Germany GmbH

registered with the commercial register (*Handelsregister*) B
of the local court (*Amtsgericht*) of Stuttgart
under HRB 746032 ("Company")

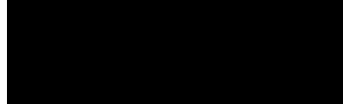
We, the undersigned, being the sole shareholder of the Company at the time hereof, hereby convene a shareholder's meeting of the Company, waiving all requirements contained in the legal statutes or in the articles of association as to form, time and call of such shareholder's meetings and herewith resolve unanimously in writing:

1. Except as otherwise defined herein and except where the context otherwise requires, all capitalised terms defined in the up to US\$ 50,000,000 senior facilities agreement to be entered into on or about the date hereof between, amongst others, Kodak Alaris Holdings Limited as borrower and certain of its Subsidiaries as original guarantors on the one hand and KPP (No. 2) Trustees Limited as agent, security agent and existing loan note holder on the other hand, substantially in the form of the draft senior facilities agreement dated 22 September 2020, ("Facility Agreement") and in the loan note guarantee to be entered into on or about the date hereof, between, amongst others, Kodak Alaris Holdings Limited and certain of its Subsidiaries as original guarantors on the one hand and KPP (No. 2) Trustees Limited as existing loan note holder on the other hand, substantially in the form of the draft loan note guarantee dated 23 September 2020, ("Loan Note Guarantee") shall have the same meanings when used in this Shareholder's Resolution.
2. The Company envisages to enter into the Facility Agreement as original guarantor.
3. The Company envisages to enter into the Loan Note Guarantee as original guarantor.
4. We hereby resolve that the Company:
 - (a) negotiates, executes, delivers, performs and/or accedes to or, as the case may be, ratifies
 - (i) the Facility Agreement;
 - (ii) the Loan Note Guarantee;
 - (iii) any release agreement inter alia with respect to the existing share pledge agreement in relation to the shares in the Company granted by us to the HSBC Bank Plc and dated 06 April 2017;
 - (iv) any Transaction Security Documents to which the Company is a party or is to become a party in accordance with the Facility Agreement, in particular
 - (1) a share pledge agreement over the shares in the Company;
 - (2) a global assignment agreement, and
 - (3) an account pledge agreement;

- (v) any certificate of the Company, making any and all certifications to be made by the Company in accordance with the Facility Agreement;
 - (vi) an acknowledgement or consent of the pledge by us of the shares in the Company; and
 - (vii) any other Finance Document to which the Company is a party or is to become a party in accordance with the Facility Agreement
- the documents listed or referred to in this Clause 4(a) are referred to hereafter as the "Documents" - and
- (b) signs and/or dispatches all other documents, amendments, statements and notices to be signed and/or dispatched by the Company and fulfils any formality, requirement or condition which may be required or useful, each under or in connection with the Facility Agreement and/or the Transaction Security Documents and/or any other Finance Document, each to which the Company is a party or is to become a party in accordance with the Facility Agreement.
5. We hereby approve the terms and conditions of, and the transactions contemplated by, the Documents, in particular the terms in relation to the guarantee and indemnity under the Facility Agreement.
6. We hereby acknowledge the following documents in connection with the Facility Agreement:
- (a) the conditions letter dated 21 September 2020 from KPP (No. 2) Trustees Limited to Kodak Alaris Holdings Limited, the Company and certain other Subsidiaries of Kodak Alaris Holdings Limited as original guarantors and Kodak Alaris Mexico SA de C.V. as additional guarantor setting out certain conditions in relation to the Facility Agreement;
 - (b) an agency costs letter to be entered into between KPP (No. 2) Trustees Limited and Kodak Alaris Holding Limited in relation to certain costs incurred in connection with the Facility Agreement; and
 - (c) a disclosure letter to be entered into between KPP (No. 2) Trustees Limited and Kodak Alaris Holdings Limited to qualify certain representations in the Facility Agreement.
7. Each of Steven James Meyers, Nicoletta Assaro Zongrone, Jürgen Franz Krüger, Nicole Petra Ellsäßer and Helena Babic, each being a managing director (*Geschäftsführer*) of the Company ("Managing Director"), is hereby authorised and instructed to sign and/or execute and/or dispatch and/or deliver and/or perform, with sole power to represent the Company (*Einzelvertretungsbefugnis*), any of the Documents on behalf of the Company. Such authorisation includes to do any and all such other acts and to make and receive any and all declarations vis-à-vis courts, commercial registers, administrative authorities, notaries and any other person or body, as the respective Managing Director may deem necessary or appropriate in connection with the Documents. Each of the Managing Directors shall be authorised to contract with himself individually or as representative of a third party (self-dealing or multiple representation) in respect of the Documents; exempting each of the Managing Directors of the Company from the restrictions pursuant to Section 181 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) in respect of the Documents.
8. Each Managing Director shall be entitled to delegate the authorisations under Clause 7 of this Shareholder's Resolution by granting power of attorney including the release of any representative from the restrictions pursuant to Section 181 German Civil Code (*BGB*).

London, this 24 September 2020

Kodak Alaris Holdings Limited



Name: Mark Allatt

Title: Chief Executive Officer

Abschlusszertifikat

Umschlag-ID: 4C88268B06DC4828BC8594C680AE117E Status: Abgeschlossen
 Betreff: KA Germany - Shareholder Resolution
 Quellumschlag:
 Dokumentseiten: 3 Signaturen: 1 Umschlagsteller:
 Zertifikatsseiten: 2 Initialen: 0 Simone Koller
 Signatur mit Anleitung: Aktiviert Atlantic House
 Umschlag-ID-Stempel: Aktiviert Holborn Viaduct, London, EC1A 2FG
 Zeitzone: (UTC) Dublin, Edinburgh, Lissabon, London Simone.Koller@hoganlovells.com
IP-Adresse: 213.61.160.117

Eintragsverfolgung

Status: Original Inhaber: Simone Koller Standort: DocuSign
 24.09.2020 11:59:25 Simone.Koller@hoganlovells.com

Unterzeichnereignisse

| Unterzeichnereignisse | Signatur | Zeitstempel |
|--|--|---|
| Mark Affatt Mark.Affatt@kodakalaris.com Sicherheitsstufe: E-Mail, Kontoauthentifizierung (keine) Signaturanbieterdetails: Signaturtyp: DS Electronic | | Gesendet: 24.09.2020 12:03:10 Eingesehen: 24.09.2020 12:14:03 Signiert: 24.09.2020 12:16:07 |
| | Signaturübernahme: Vorgegebener Stil Mit IP-Adresse: 88.18.34.187 | |

Vereinbarung bezüglich elektronischer Unterlagen und Signaturen:
 Akzeptiert: 24.09.2020 12:14:03
 ID: f7960234-eeed-4bd6-bd21-d71f89eb7260

| Vor-Ort-Unterzeichner - Ereignisse | Signatur | Zeitstempel |
|---|-------------------------------|---------------------|
| Bearbeiterversandereignisse | Status | Zeitstempel |
| Beauftragtenversandereignisse | Status | Zeitstempel |
| Vermittlerversandereignisse | Status | Zeitstempel |
| Zur-Kennntnis-Sendung - Ereignisse | Status | Zeitstempel |
| Kopierereignisse | Status | Zeitstempel |
| Zeugen-Ereignisse | Signatur | Zeitstempel |
| Notarereignisse | Signatur | Zeitstempel |
| Umschlagereignisse – Überblick | Status | Zeitstempel |
| Umschlag gesendet | Hash-codiert/verschlüsselt | 24.09.2020 12:03:10 |
| Zertifiziert zugestellt | Sicherheitsprüfung ausgeführt | 24.09.2020 12:14:03 |
| Signiervorgang abgeschlossen | Sicherheitsprüfung ausgeführt | 24.09.2020 12:16:07 |
| Abgeschlossen | Sicherheitsprüfung ausgeführt | 24.09.2020 12:16:07 |
| Zahlungen | Status | Zeitstempel |
| Vereinbarung bezüglich elektronischer Unterlagen und Signaturen | | |

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Beglaubigte Abschrift

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POWER OF ATTORNEY

The undersigned **KODAK ALARIS HOLDINGS LIMITED**, registered at Companies House under number 08550309, having its business address at Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7YU, UK ("Principal")

hereby grants power of attorney to (*bevollmächtigt*)

Dr. Christian Herweg, LL.M.,
Dr. Maximilian Baier
Christine Borries, LL.M.
Dr. Thomas Ressmann
Dr. Markus Huber
Dr. Jan Fürbaß
Alina Weber
Katharina Giehrl, LL.M.

all with business address c/o Hogan Lovells International LLP, Karl-Schamagl-Ring 5, 80539 Munich (*München*), Germany

(each an "**Attorney-in-fact**"), each of them individually and independently from one another,

in connection with a £ 45,149,000 senior facility agreement dated on or about the date of this Power of Attorney between, inter alia, the Principal as borrower, certain subsidiaries of the Principal as original guarantors, KPP (No. 2) Trustees Limited as agent, as security agent and as existing loan note holder (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Facility Agreement**"), and

an accession agreement essentially in the form as attached to the Facility Agreement in Schedule 6 Part 1 to be entered into between, inter alios, the Principal as borrower, KPP (No. 2) Trustees Limited as agent and security agent and Kodak Alaris Germany GmbH having its corporate seat in Stuttgart, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 746032 (the "**Company**") as subsequent guarantor relating to the Facility Agreement (the "**Accession Agreement**"),

to represent the Principal in negotiating, entering into and executing a share pledge agreement (*Geschäftsanteilsverpfändung*) between, inter alios, (i) the Principal as pledgor, (ii) KPP (No. 2) Trustees Limited (acting inter alia in its capacity as agent and security agent under the Facility

M J

Agreement) as security agent and pledgee and (iii) the Company as company (the "Share Pledge Agreement").

This Power of Attorney includes the power (i) to enter into and agree to the terms of the Share Pledge Agreement, any amendments to it and any agreements, which are useful or desirable in its context and (ii) to make and receive all declarations and do all acts necessary or useful in connection with the execution and implementation of the Share Pledge Agreement.

The Attorneys-in-fact are relieved from the restrictions of § 181 of the German Civil Code and shall be entitled to grant sub-powers of attorney to any third party (including the right to relieve such holders of sub-powers of attorney from the restrictions § 181 of the German Civil Code) and to approve declarations made by third parties.

The Attorneys-in-fact shall not incur any personal liability in connection with any declarations made or actions taken under this Power of Attorney. The Principal shall indemnify each Attorney-in-fact and keep him or her indemnified against all claims, costs, damages and expenses which he or she may suffer as a result of, or in connection with, the exercise of any power hereunder.

In any case of doubt, this Power of Attorney shall be construed broadly.

This Power of Attorney will expire upon revocation, which may be declared at any time, and provided that the original of this Power of Attorney document has been returned to the Principal. This Power of Attorney will expire in any event on 31 December 2020.

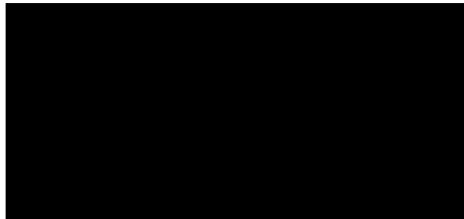
This Power of Attorney is governed by German law.

Executed and delivered as a deed on the date written below.

Place, Date: ST. ALBAN'S, 1 SEPTEMBER 2020

KODAK ALARIS HOLDINGS LIMITED

Executed as a deed by KODAK)
ALARIS HOLDINGS LIMITED)
acting by CHRISTOPHER HOWELL)
in the presence of)
JOHN O REILLY.)



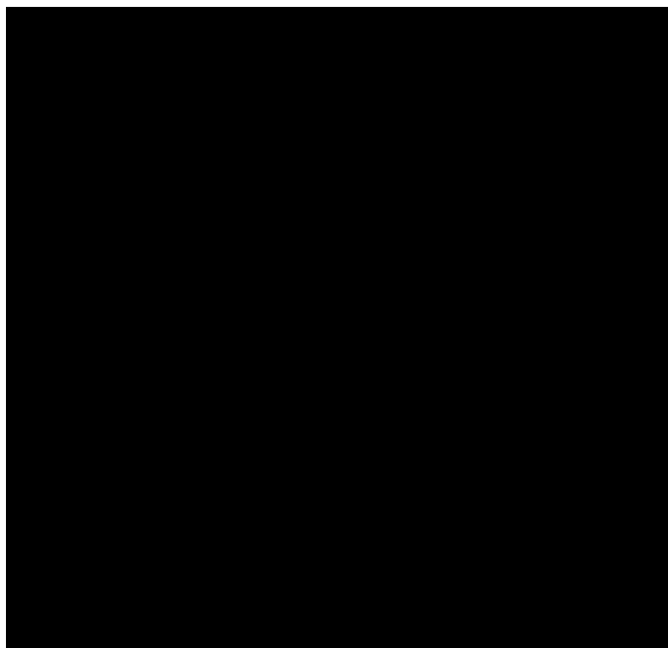
WF

)

Director

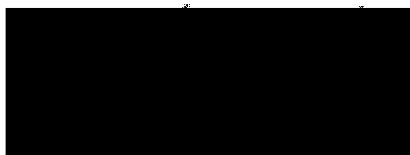
Witness' signature

Witness' address

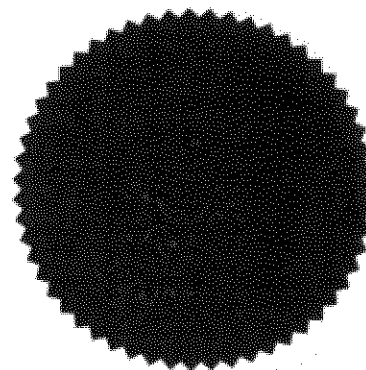



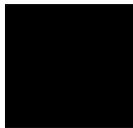
I hereby authenticate the signature of Christopher Timothy Howell above, authorised signatory, whose identity I have verified by way of UK Passport.

Jonathan Dominic Foy
Notary Public
Debenhams Ottaway
Ivy House
107 St. Peter's Street
St Albans
AL1 3EW
ENGLAND



1st September 2010



| APOSTILLE (Convention de La Haye du 5 octobre 1961) | |
|--|---|
| 1. Country: Pays / Pais: | United Kingdom of Great Britain and Northern Ireland |
| This public document Le présent acte public / El presente documento público | |
| 2. Has been signed by a été signé par ha sido firmado por | Jonathan Dominic Foy |
| 3. Acting in the capacity of agissant en qualité de quien actúa en calidad de | Notary Public |
| 4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de | The Said Notary Public |
| Certified Attesté / Certificado | |
| 5. at à / en | London |
| 6. the le / el día | 02 September 2020 |
| 7. by par / por | Her Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs |
| 8. Number sous no / bajo el numero | APO-2023598 |
| 9. Seal / stamp Sceau / timbre Sello / timbre |  |
| 10. Signature Signature Firma | A. Monk  |

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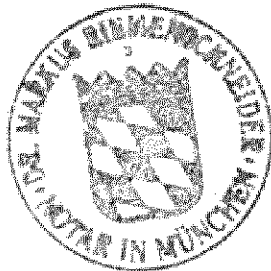
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Vorstehende Abschrift stimmt mit
der mir vorgelegten Urschrift überein.

München, den 25. Sep/ 2020

Notar



Beglaubigte Abschrift

POWER OF ATTORNEY

The undersigned **Kodak Alaris Germany GmbH**, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stuttgart under HRB 746032, having its business address at Augsburgstraße 712, 70329 Stuttgart (the "**Principal**")

hereby grants power of attorney to (*bevollmächtigt*)

**Dr. Christian Herweg, LL.M.,
Dr. Maximilian Baier
Christine Borries, LL.M.
Dr. Thomas Ressmann
Dr. Markus Huber
Dr. Jan Fürbaß
Alina Weber
Katharina Giehl, LL.M.**

all with business address c/o Hogan Lovells International LLP, Karl-Scharnagl-Ring 5, 80539 Munich (*München*), Germany

(each an "**Attorney-in-fact**"), each of them individually and independently from one another,

in connection with a £ 45,149,000 senior facility agreement dated on or about the date of this Power of Attorney between, inter alia., KODAK ALARIS HOLDINGS LIMITED as borrower, certain subsidiaries of KODAK ALARIS HOLDINGS LIMITED as original guarantors, KPP (No. 2) Trustees Limited as agent, as security agent and as existing loan note holder (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Facility Agreement**"), and

an accession agreement essentially in the form as attached to the Facility Agreement in Schedule 6 Part 1 to be entered into between, inter alios, the Principal as subsequent guarantor and KPP (No. 2) Trustees Limited as agent and security agent relating to the Facility Agreement (the "**Accession Agreement**").

to represent the Principal in negotiating, entering into and executing, and in particular, receiving notices with respect to a share pledge agreement (*Geschäftsanteilsverpfändung*) between, inter alios, (i) KODAK ALARIS HOLDINGS LIMITED as pledgor ("**Pledgor**"), (ii) KPP (No. 2) Trustees Limited (acting inter alia in its capacity as agent and security agent under the Facility Agreement) as security agent and pledgee and (iii) the Principal as company (the

"Share Pledge Agreement").

This Power of Attorney includes the power (i) to enter into and agree to the terms of the Share Pledge Agreement, any amendments to it and any agreements, which are useful or desirable in its context and (ii) to make and receive all declarations and do all acts necessary or useful in connection with the execution and implementation of the Share Pledge Agreement.

The Attorneys-in-fact are relieved from the restrictions of § 181 of the German Civil Code and shall be entitled to grant sub-powers of attorney to any third party (including the right to relieve such holders of sub-powers of attorney from the restrictions § 181 of the German Civil Code) and to approve declarations made by third parties.

The Attorneys-in-fact shall not incur any personal liability in connection with any declarations made or actions taken under this Power of Attorney. The Principal shall indemnify each Attorney-in-fact and keep him or her indemnified against all claims, costs, damages and expenses which he or she may suffer as a result of, or in connection with, the exercise of any power hereunder.

In any case of doubt, this Power of Attorney shall be construed broadly.

This Power of Attorney will expire upon revocation, which may be declared at any time, and provided that the original of this Power of Attorney document has been returned to the Principal. This Power of Attorney will expire in any event on 31 December 2020.

This Power of Attorney is governed by German law.

Place, Date: Stuttgart, August 31 2020

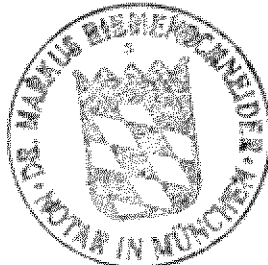
Kodak Alaris Germany GmbH



~~((Steven James Meyers / Nicolette Assaro Zengrone / Jürgen Franz Krüger))~~
(Managing Director)

Vorstehende Abschrift stimmt mit der mir vorgelegten Urschrift überein.

München, den 25. Sep. 2020 Notar



Copy

Power of Attorney

KPP (No. 2) Trustees Limited
21 Holborn Viaduct
London, EC1A 2DY
United Kingdom

("Principal")

hereby appoints each of the following persons (each an "Agent" and together, the "Agents")

Christoph Schauenburg
Nadine Bourgeois
Stefan Jokel
Elena Recklin
Stephanie Bader
Ellen Löffler

each of them with business address at

Luther Rechtsanwaltsgesellschaft mbH
An der Welle 10
60322 Frankfurt am Main
Germany

and

Roland Schiller
Valerie Marquardt

each of them with business address at

Luther Rechtsanwaltsgesellschaft mbH
Karlstraße 10-12
80333 Munich
Germany

each of them individually and each with power and authority to represent us and to act on our behalf, waiving the restrictions set forth in section 181 German Civil Code, in connection with the entering into of each of the following documents ("Documents") in the name and on behalf of the Principal:

- 1 the share pledge agreement to be entered into between, among others, KPP (No. 2) Trustees Limited in various functions as pledgee and Kodak Alaris Holdings Limited as pledgor relating to the pledge over the shares in Kodak Alaris Germany GmbH ("Share Pledge Agreement"); and

2 any and all agreements and documents which are or become necessary or required or deemed necessary or required or are useful in connection with the above Documents.

Each Agent shall also be authorised to agree to any amendments to the Documents, and to enter into any agreement and do any legal acts, including the giving and receiving of notices, acknowledgements, statements, certificates, declarations and confirmations, which in its view are necessary, required, useful or appropriate in connection with the entering into and execution of the Documents.

Each Agent shall be authorised to delegate its powers to representatives with the same scope of authority, including the release from the restrictions imposed by section 181, alternative 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) with respect to transactions with third parties.

The Principal hereby agrees to ratify and confirm whatsoever any Agent shall lawfully do or cause to be done by virtue of this Power of Attorney and to indemnify and hold harmless each Agent from any and all losses or liabilities incurred or threatened by reason of having acted under this Power of Attorney save in respect of any loss or liability resulting from wilful misconduct or gross negligence.

In case of doubt, this Power of Attorney shall be interpreted broadly to realise the purpose of its grant.

This Power of Attorney shall be governed by and construed in accordance with the laws of Germany.

[INTENTIONALLY LEFT BLANK]

Date: 24 SEPTEMBER 2020

Signed by



THIS POWER OF ATTORNEY SUPERSEDES
AND REPLACES THE POWER OF ATTORNEY
GRANTED BY THE PRINCIPAL IN FAVOUR OF THE
AGENTS DATED 18
SEPTEMBER 2020.

Name: 301A DAVID SPENCE

Position: Managing Director
of the Principal

Managing Director
of the Principal

Date: _____

Signed by: _____

Name: _____

Position: Managing Director
of the Principal



A. LUKIC FOR DALZIADA TRUSTEES LTD

Managing Director
of the Principal