### Company details

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company number</td>
<td>0 3 3 6 9 8 2 9</td>
</tr>
<tr>
<td>Company name in full</td>
<td>CPI WILLIAM CLOWES LTD</td>
</tr>
</tbody>
</table>

### Charge creation date

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge creation date</td>
<td>3032017</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGFA GRAPHICS NV</td>
<td></td>
</tr>
</tbody>
</table>

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

- I confirm that there are more than four persons, security agents or trustees entitled to the charge.
**MR01**  
Particulars of a charge

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

**Brief description**

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

Please limit the description to the available space.

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

- [ ] Yes
- [X] No

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

- [ ] Yes Continue
- [X] No Go to Section 7

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

- [ ] Yes

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

- [ ] Yes
- [ ] No

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

-  

### Signature
Please sign the form here.

**Signature**

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

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MR01
Particulars of a charge

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

Contact name
Company name

CPI GROUP
LEGAL-SERVICES DEPT
PO BOX 53
PRUDHOC - NE42 6WZ
TEL: +44 (0) 1661 834776

Post town
County/Region
Postcode
Country
Tel
Telephone

Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist
We may return forms completed incorrectly or with information missing.

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

Important information
Please note that all information on this form will appear on the public record.

How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.
Make cheques or postal orders payable to 'Companies House.'

Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

This form has been provided free of charge by Companies House.
06/16 Version 2.1
FILE COPY

CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 3369829

Charge code: 0336 9829 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2017 and created by CPI WILLIAM CLOWES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2017.

Given at Companies House, Cardiff on 26th April 2017

Companies House
FIXED CHARGE AGREEMENT

This Fixed Charge Agreement (together with the Schedule attached hereto "Agreement") is made on the 30 March, 2017

BETWEEN:

(1) Agfa Graphics NV, having its registered at Septestraat 27, 2640 Mortsel, Belgium (hereinafter "Agfa Graphics"); and

(2) CPI William Clowes Ltd, a company incorporated in England and Wales under number 03369829, whose registered office is at Portland House, Belmont Business Park, Durham DH1 1TW, United Kingdom (hereinafter the "Guarantor").

WHEREAS:

A. Agfa Graphics and Cameron France Investissement SAS ("CFI"), the parent company of Guarantor, are parties to a signing bonus agreement with a commencing date on December 1, 2015.

B. It was a condition precedent to Agfa Graphics agreeing to that signing bonus agreement that the Guarantor provides security to Agfa Graphics to secure the payment and discharge of the Secured Liabilities, as undertaken by CFI in a side letter of November 25, 2015 and supplemented on January 4, 2017.

C. The Guarantor has agreed to create the security required by entering into this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Event of Default" means any failure to perform, comply with or observe any material obligation, covenant or agreement under the Signing Bonus Agreement.

"Charged Assets" means the assets listed in Schedule 1.

Certified to be a true and accurate copy of the original, which I have seen (and the photograph is a true likeness of the person described).

Signed ....................................................
Print name .............................................
Status ...................................................
Dated ....................................................
Ashfords LLP
“Signing Bonus Agreement” means the agreement with a commencement date of 1 December, 2015 between CFI and Agfa Graphics;

“Secured Liabilities” means the liabilities of CPI under or pursuant to the Signing Bonus Agreement and all liabilities and obligations now or in the future owed or incurred by the Guarantor to Agfa Graphics, whether actual or contingent, sole or joint, as principal or as surety;

“Security Period” means the period starting on the commencement date of the Signing Bonus Agreement and ending on the termination date.

2. Security

2.1 This Agreement will remain as continuing security in favour of Agfa Graphics, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in favour of Agfa Graphics for the payment of an indebtedness.

2.2 The Guarantor will on the demand of Agfa Graphics execute and deliver to Agfa Graphics at the cost of the Guarantor any document that the Agfa Graphics reasonably requires further to secure the payment of the Secured Liabilities.
3. Guarantor’s Representations and Warranties

The Guarantor represents and warrants to Agfa Graphics as follows:

(i) The Guarantor is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Agreement;

(ii) The Guarantor has not received or acknowledged notice of any material adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may materially adversely affect the Charged Assets or Agfa Graphics’ security established hereunder;

(iii) The Guarantor has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets;

(iv) No Encumbrance expressed to be created by this Agreement is liable to be avoided or otherwise set aside on the liquidation or administration of the Guarantor or otherwise.
4. Guarantor's Undertakings and Covenants

4.1 During the Security Period, the Guarantor covenants not, without the prior written consent of Agfa Graphics, to

(i) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

(ii) create or attempt to create any mortgage, charge, pledge or any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or that affect all or any of the Charged Assets;

(iii) do or allow any act or omission which may prejudice the value to Agfa Graphics of the Charged Assets;

(iv) maintain the Charged Assets in good working order and condition;
(v) at its own expense, keep insured any of the Charged Assets to their full replacement value.

4.2 The Guarantor undertakes to promptly register the Security with the Companies House so as to perfect Agfa Graphics' security interest in and to the Charged Assets.

5. Enforcement

5.1 The Agfa Graphics may enforce this Agreement at any time after the occurrence of an Event of Default.

5.2 Without prejudice to the generality of this clause the costs recoverable by Agfa Graphics under this Agreement shall include:

(i) all reasonable costs incurred by Agfa Graphics and the beneficiaries in preparing and administering this Agreement;

(ii) all reasonable costs of all proceedings for the enforcement of this Agreement or for the recovery or attempted recovery of the Secured Liabilities;
5.3 Money received or held by the Agfa Graphics pursuant to this Agreement may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as Agfa Graphics considers necessary or desirable to discharge the Secured Liabilities in that currency at the then prevailing spot rate of exchange.

6. Variation
Variations to this Agreement will only have effect when agreed in writing by the parties or by their authorised representatives.

7. Severance
7.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

7.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

7.3 The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
8. Waiver
The failure by either party to enforce at any time or for any period any one or more of
the terms or conditions of this Agreement shall not be a waiver of them or of the right
at any time subsequently to enforce all terms and conditions of this Agreement.

9. Assignment and Subcontracting
9.1 Agfa Graphics may assign any of its rights under this Agreement or transfer all
its rights or obligations.

9.2 The Guarantor may not assign any of it rights or transfer any rights or
obligations under this Agreement, unless after prior written approval of Agfa
Graphics.

10. Succession
This Agreement will bind and benefit each party’s successors and assignees.

11. Notices
11.1 Any notice required to be given under this Agreement shall be in writing
and signed by the person giving it and may be delivered personally or sent by
electronic means or by first class post to the address set out above in respect of each
of the parties or to such other address as may otherwise be notified by either party to
the other as being an alternative address for service.

11.2 Any notice so served shall be deemed to be received:
(i) if delivered personally, at the time of delivery;
(ii) if sent by electronic means, on the day of transmission provided it is sent
during business hours on a business day and if not on the next business day; and
(iii) if sent by post, 48 hours after the date of posting.
12. Governing Law and Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with English law.

12.2 Any dispute or difference between the parties arising out of or in accordance with the terms and effect of this Agreement shall be determined by the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as a Deed on the day and year first above written.

Executed as a Deed by CPI William Clowes Ltd.

[Signature]
Director

In the presence of:

[Signature]
Name: Mrs DJ Bunn
Address: 6 Springfield Close
Ovington
NW4 6EL
Occupation: Company Director

Executed as a Deed by Agfa Graphics NV

[Signature]
Stefaan Vanhooren
President and Director

In the presence of:

[Signature]
Name: Frederik Dening
Address: Lauterweg 3, 1910 Kampenhout
Occupation: VP EMEA Agfa Graphics
SCHEDULE 1

Charged Assets

1. Agfa Avalon N24-70XT
2. Agfa Xcalibur VLF 70XT-i