213412 /13

COMPANIES FORM No. 395

M

CHWP000

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use: 3

Company number: 05216546

Name of company

* insert full name of Company

* Alliadis Europe Limited (the **Chargor**)

Date of creation of the charge

27 June 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

EPIC Supplemental Share Security Agreement between the Chargor and the Security Agent (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (in any currency or currencies, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower and/or the Obligors (as defined in the Credit Agreement) to the Finance Parties (or any of them) under each or any of the Finance Documents as amended, varied, supplemented, restated or novated from time to time, including, without limitation, any increase of principal or interest, together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the **Secured Liabilities**)

Names and addresses of the mortgagees or persons entitled to the charge

Société Générale, 29 boulevard Haussmann, 75009 Paris, France (the **Security Agent**) as agent and trustee for the Finance Parties (as defined below)

Presentor's name address and reference (if any)
Allen & Overy LLP
Edouard VII
26 boulevard des Capucines
75009 Paris France

Time critical reference
LACP/RYY 15335-01099

For official Use (02/06)
Mortgage Section | Post room

FRIDAY

LKJFP1B4
LD2 11/07/2008 261
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See note 5)

Signed ALLEN & OVERY LLP Date 16 JULY 2008

On behalf of chargee†

† delete as appropriate

NOTES

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given

3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet

5 A fee of £13 is payable to Companies House in respect of each register entry for at mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House.**

6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

(i) is created in favour of the Security Agent,

(ii) is created over present and future Shares and Related Rights of the Chargor,

(iii) is created in addition to, and does not affect the Security Interests created by, the Original Share Security Agreement,

(iv) is security for the payment of all the Secured Liabilities, and

(v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document

(i) the Chargor must notify the Security Agent promptly,

(ii) the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and

(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed

(c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Shares and Related Rights

The Chargor charges by way of a first ranking equitable mortgage all the Shares and Related Rights

2 RESTRICTIONS ON DEALINGS

The Company must not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement

In this Form 395

A Term Loan Facilities means the A1 Term Loan Facility and the A2 Term Loan Facility

A1 Term Loan Facility means the term loan facility referred to in clause 2 1(a) (A Term Loan Facilities) of the Credit Agreement

A2 Term Loan Facility means the term loan facility referred to in clause 2 1(b) (A Term Loan Facilities) of the Credit Agreement

Accession Agreement means an agreement substantially in the form of schedule 8 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Additional Borrower means a member of the Group which becomes a Borrower under the Revolving Credit Facility in accordance with clause 29 2 (Additional Obligors) of the Credit Agreement

Administrative Party means an Arranger or an Agent

Agent means the Facility Agent or the Security Agent

Arranger means Banc Of America Securities Limited, a company incorporated under the laws of England and Wales, with registered office at 5 Canada Square, London, E14 5AQ, United Kingdom, registered with The Registrar of Companies for England and Wales under number 1009248 and Société Générale Corporate & Investment Banking (the corporate and investment banking department of Société Générale) together the **Arrangers**

BidCo means Dogwood Enterprises, Inc , a New Jersey corporation and an indirect Subsidiary of the Company

Borrower means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 29 3 (Resignation of a Borrower) of the Credit Agreement

Company means CEGEDIM S A , a company incorporated under the laws of France as a *société anonyme* with a share capital of €8,891,005, whose registered office is at 127-137 rue d'Aguesseau, 92100 Boulogne-Billancourt, France, registered with the Trade and Companies Registry of Nanterre under number 350 422 622 RCS Nanterre

Credit Agreement means the €515,000,000 and $250,000,000 credit agreement governed by French law dated 3 May, 2007 and as amended from time to time between CEGEDIM S A as Borrower, Banc of America Securities Limited and Société Générale Corporate & Investment Banking as Arrangers, Société Générale as Facility Agent and Security Agent and various financial institutions as Original Lenders

EPIC means Epic Database Research Company Limited, a company incorporated as a limited liability company under the laws of England and Wales whose registered office is at The Bread Factory, 1A Broughton Street, London SW8 3OJ, United Kingdom with registered number 5320660

Facility Agent means Société Générale, a Company incorporated under the laws of France as a *société anonyme* with a share capital of €729 088,551 25, whose registered office is at 29 boulevard Haussmann, 75009 Paris, France, registered with the Trade and Companies Registry of Paris under number 552 120 222 RCS Paris as facility agent

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

(a) the Credit Agreement,

(b) a Security Document,

(c) the Intercreditor Agreement,

(d) a Fee Letter,

(e) a Transfer Agreement,

(f) an Accession Agreement,

(g) a Hedging Agreement,

(h) the Second Supplemental Agreement, or

(i) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender or an Administrative Party

Foreign Exchange Hedging Agreement means any agreement that may be entered into as the case may be by the Company and the Hedging Banks in accordance with the hedging strategy agreed between Bank of America N A and the Company prior to the date of the Credit Agreement, for the purpose of hedging the foreign exchange exposure on the Merger Consideration between the date on which the Merger Consideration is determined and the date on which it will actually be paid

GAAP means

(a) in relation to the Company, generally accepted accounting principles in the jurisdiction of incorporation of the Company (including IFRS), and

(b) in relation to any other member of the Group, generally accepted accounting principles in the jurisdiction of incorporation of such member of the Group

Group means the Company and its Subsidiaries

Guarantor means an Original Guarantor (as defined in the Credit Agreement) or an Additional Guarantor (as defined in the Credit Agreement) unless it has ceased to be a Guarantor in accordance with clause 29 4 (Resignation of a Guarantor) of the Credit Agreement

Hedging Agreement means an Interest Rate Hedging Agreement or the Foreign Exchange Hedging Agreement

Hedging Banks means Bank of America N A and Société Générale

IFRS means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements

Intercompany Creditor has the meaning given to it in the Intercreditor Agreement

Intercompany Debtor has the meaning given to it in the Intercreditor Agreement

Intercreditor Agreement means the intercreditor agreement dated on or about the date of the Credit Agreement between, among others, the Parties, the Shareholder, any Intercompany Creditors and any Intercompany Debtors

Interest Rate Hedging Agreement means any agreement in agreed form entered into or to be entered into by any Obligor and the Hedging Banks for the purpose of hedging interest rate liabilities in relation to the A Term Loan Facilities

Lender means

(a) an Original Lender, or

(b) any person which becomes a Party in accordance with clause 29 5 (Assignments and transfers by Lenders) of the Credit Agreement

Merger Agreement means the Agreement and Plan of Merger (as defined in the Merger Agreement) dated 1 March 2007, by and among the Company, BidCo and Target

Merger Consideration has the meaning given to it in the Merger Agreement

Obligor means a Borrower or a Guarantor

Original Borrower means CEGEDIM S A , a company incorporated under the laws of France as a *société anonyme* with a share capital of €8,891,005, whose registered office is at 127-137 rue d'Aguesseau, 92100 Boulogne-Billancourt, France, registered with the Trade and Companies Registry of Nanterre under number 350 422 622 RCS Nanterre

Original Lender has the meaning given to it in part 3 of schedule 1 (Original Lenders) to the Credit Agreement

Original Share Security Agreement means the EPIC share security agreement dated 8 August 2007 entered into between the Chargor and the Security Agent

Party means a party to the Credit Agreement

Related Rights means

(a) any dividend or interest paid or payable in relation to the Shares, and

(b) any right, money or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Revolving Credit Facility means the revolving credit facility referred to in clause 2 3 (Revolving Credit Facility) of the Credit Agreement

Second Amendment Letter means the second amendment and waiver request letter dated 17 December 2007 from the Company to the Facility Agent

Second Supplemental Agreement means the second supplemental agreement to the Credit Agreement dated 27 June 2008

Security Assets means the Shares and the Related Rights

Security Document means

(a) each document referred to in schedule 6 (Security Documents) to the Credit Agreement or entered or required to be entered into under clause 20 27 (Security) of the Credit Agreement, and

(b) any other document evidencing or creating a Security Interest over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents (which, for the avoidance of doubt, includes each Additional Security Document as defined in the Second Supplemental Agreement)

Security Interest means any *hypothèque, nantissement, privilège, cession de créance professionnelle à titre de garantie (cession par bordereau Dailly), gage-espèces, sûreté réelle, droit de rétention*, mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, transfer by way of security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect as conferring security (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien)

Shareholder means the main shareholder of the Company, Financière Cegedim S A S , a limited liability company with a share capital of €479,240, whose registered office is at 132 rue d'Aguesseau 92100 Boulogne Billancourt (France), registered with the Trade and Companies Registry of Nanterre under number 340 651 132

Shares means all of the shares in EPIC owned by the Chargor or held by any nominee on its behalf from time to time

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise and, provided that for the purposes of clauses (and any references in the Finance Documents thereto) 20 6 (Disposals), 20 8 (Financial Indebtedness), 20 10 (Loans or credit) and 20 14 (Acquisitions) of the Credit Agreement and for the purposes only of the transaction to which the Second Amendment Letter relates (the **"Refinancing Transaction"**), shall be deemed to include an entity utilised for the purposes of the Refinancing Transaction and whose financial results are, in accordance with GAAP, included in the consolidated accounts of the Group

Target means Dendrite International, Inc , a New Jersey corporation with an office at 1405 U S Highway 206, Bedminster, New Jersey 07921, United States of America

Transfer Agreement means an agreement substantially in the form of schedule 5 (Form of Transfer Agreement) to the Credit Agreement or any other form agreed between the Facility Agent and the Company

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 5216546
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN EPIC SUPPLEMENTAL SHARE SECURITY AGREEMENT DATED 27 JUNE 2008 AND CREATED BY ALLIADIS EUROPE LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER AND/OR THE OBLIGORS TO THE FINANCE PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2008

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES