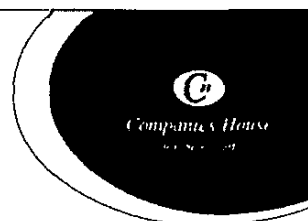


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is**
You cannot use this
a statement of satis
or in part of a fixed
company registered
do this, please use 1

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COMPANIES HOUSE

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1	Company details	For official use 3
Company number	0 5 2 1 6 5 4 6	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	ALLIADIS EUROPE LTD (the "Company")	

2	Creation of charge	① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' ② The date of registration may be confirmed from the certificate
Date charge created	2 7 0 8 2 0 0 8	
Description ①	EPIC Supplemental Share Security Agreement between the Chargor and the Secury Agent (as defined below) (the Deed)	
Date of registration ②	4 9 0 7 2 0 0 8	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	SOCIÉTÉ GÉNÉRALE (the "Secury Agent")	
Address	29 boulevard Haussmann, 75009 Paris, France	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>1 CREATION OF SECURITY</p> <p>1 1 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future Shares and Related Rights of the Chargor,</p> <p>(iii) is created in addition to, and does not affect the Security Interests created by, the Original Share Security Agreement,</p> <p>(iii) is security for the payment of all the Secured Liabilities, and</p> <p>(v) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the rights of the Company under a document cannot be secured without the consent of a party to that document</p> <p>(i) the Company must notify the Security Agent promptly,</p> <p>(ii) the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and</p> <p>(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</p> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p>1 2 Shares and Related Rights</p> <p>The Chargor charges by way of a first ranking equitable mortgage all the Shares and Related Rights</p>		
5	Satisfaction of the debt		Please tick one box only
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied ①</p> <p><input checked="" type="checkbox"/> In full</p> <p><input type="checkbox"/> In part</p>		
6	Signature		
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p>		
	<p>This form must be signed by a person with an interest in the registration of the charge</p>		

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 RESTRICTIONS ON DEALINGS</p> <p>The Company must not</p> <p>(a) create or permit to subsist any Security interest on any Security Asset, or</p> <p>(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,</p> <p>except as expressly allowed under the Credit Agreement</p> <p>In this Form MG02</p> <p>"A Term Loan Facilities" means the A1 Term Loan Facility and the A2 Term Loan Facility</p> <p>"A1 Term Loan Facility" means the term loan facility referred to in Clause 2 1(a) (A Term Loan Facilities) of the Credit Agreement</p> <p>"A2 Term Loan Facility" means the term loan facility referred to in Clause 2 1(b) (A Term Loan Facilities) of the Credit Agreement</p> <p>"Accession Agreement" means an agreement substantially in the form of Schedule 8 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree</p> <p>"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</p> <p>"Administrative Party" means an Arranger or an Agent</p> <p>"Agent" means the Facility Agent or the Security Agent</p> <p>"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</p> <p>"BidCo" means Dogwood Enterprises, Inc, a New Jersey corporation and an indirect Subsidiary of the Company</p> <p>"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</p> <p>"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</p>	

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Credit Agreement" means €515,000,000 and \$250,000,000 credit agreement governed by French law dated 3 May, 2007, 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 the various financial institutions as Original Lenders</p> <p>"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 located at The Bread Factory, 1A Broughton Street, London SW8 3QJ, United Kingdom with registered number 5320660</p> <p>"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</p> <p>"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 this Agreement</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (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 <p>"Finance Party" means a Lender or an Administrative Party</p> <p>"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</p> <p>"GAAP" means</p> <ul style="list-style-type: none"> (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 <p>"Group" means the Company and its Subsidiaries</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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 1st 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 SA, 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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) of 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 Daily), gage-especes, 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, Financiere Cegedim S AS, 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 Company or held by any nominee on its behalf from time to time

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Short particulars

"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 US 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

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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 **Gurbir Sethi**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

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

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