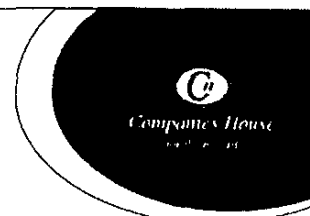


MG02

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 NOT for**
You cannot use this form to register
a statement of satisfaction in full or in
part of a fixed charge or a mortgage
company registered in the UK. If you
do this, please use form MG01

THURSDAY



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COMPANIES HOUSE

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1 Company details

Company number 0 5 2 1 6 5 4 6

Company name in full ALLIADIS EUROPE LTD (the "Company")

for official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 2 7 0 8 2 0 0 8

Description ① Cegedim RX Supplemental Share Security Agreement between the
Chargor and the Security Agent (as defined below) (the Deed)

Date of registration ② 4 4 0 7 2 0 0 8

- 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

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name SOCIÉTÉ GÉNÉRALE (the "Security Agent")

Address 29 boulevard Haussmann, 75009 Paris, France

Postcode

Name

Address

Postcode

Name

Address

Postcode

Continuation page
Please use a continuation page if
you need to enter more details

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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

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

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,

(iii) 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 Company under a document cannot be secured without the consent of a party to that document

(i) the Company 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

+

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

[Handwritten Signature]

X

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

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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, 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>"Cegedim RX means Cegedim RX, a company incorporated as a limited liability company under the laws of England and Wales whose registered office is at Marathon Place, Leyland, Preston PR26 7QN, United Kingdom with registered number 3375866</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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Please give the short particulars of the property mortgaged or charged

Short particulars

"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

"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 this 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

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

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"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</p> <p>"Hedging Agreement" means an Interest Rate Hedging Agreement or the Foreign Exchange Hedging Agreement</p> <p>"Hedging Banks" means Bank of America N A and Société Générale</p> <p>"IFRS" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements</p> <p>"Intercompany Creditor" has the meaning given to it in the Intercreditor Agreement</p> <p>"Intercompany Debtor" has the meaning given to it in the Intercreditor Agreement</p> <p>"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</p> <p>"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</p> <p>"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,</p> <p>"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</p> <p>"Merger Consideration" has the meaning given to it in the Merger Agreement</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrower" means Cegedim SA, a company incorporated under the laws of France as a societe 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> <p>"Original Lender" has the meaning given to it in part 3 of schedule 1 (Original Lenders) to the Credit Agreement</p> <p>"Original Share Security Agreement" means the Cegedim RX share security agreement dated 8 August 2007 entered into between the Chargor and the Security Agent</p> <p>"Party" means a party to the Credit Agreement</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

"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 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 Cegedim RX owned by the Chargor or held by any nominee on its behalf from time to time


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4	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"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</p> <p>"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</p> <p>"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</p>	


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Statement of satisfaction in full or in part of mortgage or 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	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
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have completed the charge details in Section 2
<input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders
<input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged
<input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part
<input type="checkbox"/> 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