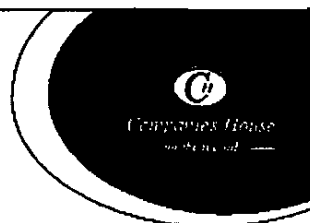


MG02

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**
You cannot use this form for
a statement of satisfaction
or in part of a fixed charge
company registered in '1'
do this, please use form

THURSDAY



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02/06/2011

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COMPANIES HOUSE

1	Company details	<div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div><div>for official use</div></div>
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	0 8 0 8 2 0 0 7	
Description ①	Share Security Agreement (the Deed) between the Company and Security Agent (as defined below)	
Date of registration ②	2 8 0 8 2 0 0 7	

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 "Security Agent")	
Address	29 boulevard Haussmann, 75009 Paris, France	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		

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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

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 Company,

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

(iv) 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) any security created by the Deed will secure all amounts which the Company may receive, or has received, under that document but will exclude the document itself, and

(iii) unless the Security Agent otherwise requires, the Company 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 Company 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 ●

☒ In full.

☐ In part.

● Please tick one box only

6

Signature

Please sign the form here.

Signature

Signature

X

Maunali

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,</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>"Act" means the Law of Property Act 1925.</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>"Additional Guarantor" means a member of the Group which becomes a Guarantor 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>"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 Limited, a limited liability company incorporated under the laws of the United Kingdom (registration number 3375866) whose registered office is located at Cegedim House, Marathon Place, Leyland PR26 7QN.</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>"Cegedim SA.", 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</p> <p>"Credit Agreement" means €515,000,000 and \$250,000,000 credit agreement governed by French law dated 3 May, 2007, entered into 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 Financial Institutions as Original Lenders.</p> <p>"Declared Default" means the Facility Agent (a) (i) giving notice to the Company declaring that an Event of Default (other than a Payment Event of Default) has occurred and (ii) taking action under clause 21.16 (Acceleration) of the Credit Agreement; or (b) giving notice to the Company declaring that a Payment Event of Default has occurred</p> <p>"EPIC" means EPIC Database Research Company Limited, a limited liability company incorporated under the laws of the United Kingdom (registration number 5320660) whose registered office is located at The Bread Factory, 1A Broughton Street, London SW8 3QJ.</p> <p>"Event of Default" means an event specified as such in Clause 21 (Default) of the Credit Agreement</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: (a) the Credit Agreement; (b) a Security Document; (c) the Intercreditor Agreement; (d) a Fee Letter; (e) a Transfer Agreement; (f) an Accession Agreement, or any other document designated as such by the Facility Agent and the Company.</p> <p>"Finance Party" means a Lender or an Administrative Party.</p> <p>"Group" means the Company and its Subsidiaries</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor 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 Banks" means Bank of America N A and Société Générale</p> <p>"Hedging Agreement" means an Interest Rate Hedging Agreement or the Foreign Exchange Hedging Agreement.</p> <p>"Intercompany Creditor" has the meaning given to it in the Intercreditor 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	<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>"Lender" means.</p> <p>(a) an Original Lender, or</p> <p>(b) any person which becomes a Party in accordance with Clause 29 5 (Assignments and transfers by Lenders) of the Credit Agreement, which in each case has not ceased to be such a Party in accordance with the terms of the Credit Agreement.</p> <p>"Merger Agreement" means the Agreement and Plan of Merger dated as of 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>"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>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrower" means Cegedim SA</p> <p>"Original English Guarantor" means IN Practice Systems Limited, a company incorporated under the laws of England and Wales whose registered office is at the Bread Factory, 1 Broughton Street, London SW8 3QJ, United Kingdom with registered number 01788577.</p> <p>"Original Guarantor" means Cegedim SA</p> <p>"Original Lender" means one of the Financial institutions listed in Schedule 1 (Original Parties) of the Credit Agreement.</p> <p>"Party" means a party to the Credit Agreement.</p> <p>"Payment Event of Default" means an Event of Default in accordance with clause 21 2 (Non-payment) of the Credit Agreement.</p> <p>"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed</p> <p>"Related Rights" means</p> <p>(a) any dividend or interest paid or payable in relation to the Shares, and</p> <p>(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.</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>"Security Assets" means the Shares and the Related Rights.</p> <p>"Security Document" means.</p> <p>(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</p> <p>(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</p> <p>"Security Interest" means any hypothèque, nantissement, privilège, cession de créance professionnelle à titre de garantie (cession par bordereau Daily), 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)</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.</p> <p>"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.</p> <p>"Shares" means all of the shares in EPIC owned by the Company or held by any nominee on its behalf from time to time</p> <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.</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) of the Credit Agreement or any other form agreed between the Facility Agent and the Company</p>	

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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