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CHFP025

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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395 628944/130

Particulars of a mortgage or charge

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

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3

03312220

Name of company

Rockstar North Limited (the **Chargor**)

Date of creation of the charge

16 November 2007

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

Supplement to Security Agreement dated 16 November 2007 (relating to the Security Agreement (as defined below)) entered into by, amongst others, (1) the U K Borrower (as defined below), the **Chargor** and each of the companies listed in Schedule 1 to this form 395 (together the **New Grantors**) and (2) the Agent (as defined below) (the **Supplement Agreement**)

Amount secured by the mortgage or charge

Each and all of (a) all of the present and future obligations of the **Chargor** arising from the Security Agreement, the Credit Agreement, or the other Loan Documents (including any Guaranty), (b) all Bank Product Obligations, and (c) all Obligations of the **Chargor**, including reasonable attorneys fees and expenses and any interest, fees or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceedings (the **Secured Obligations**)

Please return
via
CH London Counter

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

Wells Fargo Foothill, Inc , One Boston Place, 18th Floor, Boston, Massachusetts 02108, USA in its capacity as administrative agent for the Lender Group and the Bank Product Providers (the **Agent**)

Postcode

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
ACG/MXB/49541 00015

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

MONDAY



LD3

LVXS5UZ3

26/11/2007

101

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Hude Sapté LLP

Date 26 November 2007

On behalf of [company] [mortgagee/chargee][†]

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

Notes

† delete as
appropriate

- 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 situated 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 a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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Short particulars of all the property mortgaged or charged (continued)

1 Grant of Security

The Chargor (a) agreed to all of the terms and provisions of the Security Agreement applicable to it as a "Grantor" thereunder and (b) represented and warranted that the representations and warranties made by it as a Grantor thereunder were true and correct on and as of the date of the Supplement Agreement, in all material respects. In furtherance of the foregoing, the Chargor, as security for the payment and performance in full of the Secured Obligations, granted, assigned, and pledged to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and security title to all its assets including, all property of the type (including the exceptions) described in Section 2 of the Security Agreement to secure the full and prompt payment of the Secured Obligations, including any interest thereon, plus reasonable attorneys' fees and expenses if the Secured Obligations represented by the Security Agreement are collected by law, through an attorney-at-law, or under advice therefrom. Schedule 1 (*Commercial Tort Claims*), Schedule 2 (*Copyrights*), Schedule 3 (*Intellectual Property Licenses*), Schedule 4 (*Patents*), Schedule 5 (*Pledged Companies*), Schedule 6 (*Trademarks*), Schedule 7 (*Owned Real Property*), Schedule 8 (*List of Uniform Commercial Code Filing Jurisdiction*), Schedule 9 (*Motor Vehicles*) and Schedule 10 (*Pledged Notes*) attached to the Supplement Agreement supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7, Schedule 8, Schedule 9 and Schedule 10 respectively, to the Security Agreement and shall be deemed a part thereof for all purposes of the Security Agreement. Schedules 5, 6 and 8 of the Supplement Agreement are set out at Schedules 3 – 5 of this form 395. Each reference to a Grantor in the Security Agreement shall be deemed to include each New Grantor. Notwithstanding anything to the contrary contained in the Security Agreement, the security interest granted by a U K Guarantor or any other Foreign Subsidiary that becomes a Grantor under the Security Agreement, respectively, shall only secure the payment and performance of all the Secured Obligations of the U K Borrower and U K Guarantor, respectively, and not the Secured Obligations of any other Grantor. The Security Agreement was incorporated into the Supplement Agreement by reference.

2 Clause 2 of the Security Agreement

Under Clause 2 of the Security Agreement, referred to under Clause 1 of this form 395 (*Grant of Security*) each Grantor unconditionally granted, assigned and pledged to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest (hereinafter referred to as the **Security Interest**) in all personal property of such Grantor whether owned at the date of the Supplement Agreement or thereafter acquired or arising and wherever located, including such Grantor's right, title, and interest in and to the following, whether owned at the date of the Supplement Agreement or thereafter acquired or arising and wherever located (the **Collateral**)

- (a) all of such Grantor's Accounts,
- (b) all of such Grantor's Books,
- (c) all of such Grantor's Chattel Paper,
- (d) all of such Grantor's interest with respect to any Deposit Account (other than (x) payroll accounts or (y) medical or insurance reimbursement accounts),
- (e) all of such Grantor's Equipment and fixtures,
- (f) all of such Grantor's General Intangibles,
- (g) all of such Grantor's Inventory,
- (h) all of such Grantor's Investment Related Property,
- (i) all of such Grantor's Negotiable Collateral,

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- (j) all of such Grantor's rights in respect of the Supporting Obligations,
- (k) all of such Grantor's interest with respect to any Commercial Tort Claims,
- (l) all of such Grantor's money, Cash Equivalents, or other assets of such Grantor owned at the date of the Supplement Agreement or thereafter come into the possession, custody or control of the Agent (or its agent or designee) or any other member of the Lender Group, and
- (m) all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or commercial tort claims covering or relating to any or all of the foregoing, and any and all Accounts (subject to the limitation set forth in clause (iv) above), Books, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Equipment, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the property of Grantors, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the **Proceeds**) Without limiting the generality of the foregoing, the term Proceeds includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Agent from time to time with respect to any of the Investment Related Property

Notwithstanding anything in the Security Agreement to the contrary, the term "Collateral" does not include, and no Grantor pledged, nor granted a security interest thereunder in, any of such Grantor's right, title or interest in (A) any license, contract or agreement to which such Grantor is a party as of the date of the Supplemental Agreement or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the express terms of such license, contract or agreement on the date thereof result in a breach of the terms of, or constitute a default under, such license, contract or agreement (other than to the extent that any such term (i) has been waived or (ii) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided, that (x) immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Agent's unconditional continuing security interest in and liens upon any rights or interest of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement or (B) all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U S C § 1051(c) or 15 U S C § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U S C § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include in the case of all other foreign Subsidiaries (other than a Canadian Subsidiary), any of the issued and outstanding shares of Stock

3 Transfers and other Liens

The Chargor agreed that it would not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Permitted Liens (as defined in the Credit Agreement) The inclusion of Proceeds in the Collateral shall not be

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deemed to constitute the Agent's consent to any sale or other disposition of any of the Collateral except as expressly permitted in the Security Agreement or the other Loan Documents

4 Definitions

Account means an account as defined in the Code

Account Debtor means any Person who is obligated on an Account, chattel paper, or a general intangible

ACH Transactions is defined in the Credit Agreement

Administrative Borrower means the Parent

Advances means the U K Advances and the U S Advances

Affiliates means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person For purposes of this definition, "control" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Stock, by contract, or otherwise, provided, however, that, for purposes of the definition of Eligible Accounts and Section 6.13 of the Credit Agreement (a) any Person which owns directly or indirectly 20% or more of the Stock having ordinary voting power for the election of directors or other members of the governing body of a Person or 20% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person, provided, however, that ZelnickMedia Corporation shall not be deemed to be an Affiliate of the Loan Parties or any of their respective Subsidiaries

Agent's Liens means the Liens granted by Loan Parties or their Subsidiaries to the Agent under the Loan Documents

Assignment and Acceptance means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1 to the Credit Agreement

Bank Product means any financial accommodation extended to the Administrative Borrower or its Subsidiaries by a Bank Product Provider (other than pursuant to the Credit Agreement) including (a) ACH Transactions, (b) cash management, including controlled disbursement, accounts or services, or (c) transactions under Hedge Agreements

Bankruptcy Code means title 11 of the United States Code or any similar legislation in a relevant jurisdiction (including, without limitation, the U K Insolvency Act 1986), in each case, as in effect from time to time

Bank Product Agreements means those agreements entered into from time to time by the Administrative Borrower or its Subsidiaries (as defined in the Credit Agreement) with a Bank Product Provider in connection with the obtaining of any of the Bank Products

Bank Product Obligations means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Administrative Borrower or its Subsidiaries to any Bank Product Provider pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, existing at the date of the Credit Agreement or arising thereafter, and including all such amounts that the Administrative Borrower or its Subsidiaries are obligated to reimburse to the Agent or any member of the Lender Group as a result of Agent or such member of the Lender Group purchasing participations from, or executing indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to the Administrative Borrower or its Subsidiaries

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Bank Product Provider means the Agent or any of its Affiliates and Citicapital Commercial Corporation

Books means books and records (including each Grantor's Records indicating, summarizing, or evidencing such Grantor's assets (including the Collateral) or liabilities, each Grantor's Records relating to such Grantor's business operations or financial condition and each Grantor's goods or General Intangibles related to such information

Borrowers means the U K Borrower and the U S Borrowers and **Borrower** means any one of them

Capital Lease means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP

Cash Equivalents has the meaning given to it in the Credit Agreement

Chattel Paper means chattel paper as defined in the Code and includes tangible chattel paper and electronic chattel paper

Closing Date means the date of the making of the initial Advance (or other extension of credit) under the Credit Agreement or the date on which the Agent sends the Administrative Borrower a written notice that each of the conditions precedent set forth on Schedule 3 1 to the Credit Agreement either have been satisfied or have been waived

Code means the New York Uniform Commercial Code

Commercial Tort Claims means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1 to the Security Agreement (*Commercial Tort Claims*)

Copyrights means works of authorship (whether or not published, and whether or not copyrightable), copyrights and copyright registrations (including the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 2 attached to the Security Agreement and made a part thereof), and (i) all reissues, restorations, reversions, continuations, extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of each Grantor's rights corresponding thereto throughout the world

Copyright Security Agreement means each Copyright Security Agreement among Grantors, or any of them, and the Agent, for the benefit of the Lender Group and the Bank Product Providers, in substantially the form of Exhibit A attached to the Security Agreement, pursuant to which Grantors have granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in all their respective Copyrights

Credit Agreement means the amended and restated credit agreement, dated 16 November 2007 (as supplemented and amended from time to time), by and among the lenders identified on the signature pages of the Credit Agreement (together with their respective successors and permitted assigns, the Lenders), and the Agent as the arranger and administrative agent for the Lenders, and Take Two Interactive Software, Inc., (Parent), each of the Parent's domestic Subsidiaries identified on the signature pages of the Credit Agreement as a U S Borrower, the U K Borrower (together with the U S Borrowers, the Borrowers), each of the Parent's domestic Subsidiaries identified on the signature pages of the Credit Agreement as a U S Guarantor and each of the U K Guarantors defined therein, (together the U S Guarantors and the U K Guarantors together being the Guarantors)

Deposit Account means a deposit account as defined in the Code

Eligible Accounts means, collectively, U K Eligible Accounts and U S Eligible Accounts

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Equipment means equipment as defined in the Code

Event of Default has the meaning given to it in Section 7 of the Credit Agreement

Exchange Act means the Securities Exchange Act of 1934, as in effect from time to time

Excluded Foreign Subsidiary means any subsidiary existing on the date of the Credit Agreement or thereafter acquired Subsidiary of a Loan Party that is not organized or incorporated under the laws of any jurisdiction within the United States, Canada or the United Kingdom

GAAP means generally accepted accounting principles as in effect from time to time in the United States, consistently applied

Grantors means the Original Grantors, the New Grantors and those additional entities which become party to the Security Agreement from time to time (collectively, jointly and severally, the Grantors and each, individually a **Grantor**)

Guarantors means (i) U S Guarantors, (b) U K Guarantors and (c) each Person that guarantees pursuant to Section 17, Section 5 16 or otherwise of the Credit Agreement, all or any part of the Obligations, and Guarantor means any one of them

Guaranty means, collectively, the U S Guaranty and the U K Guaranty

General Intangibles means general intangibles as defined in the Code and, in any event, includes, payment intangibles, contract rights, rights to payment, rights arising under common law, statutes or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark, Patent, or Copyright), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, rights in programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, rights in computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and in any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, and Negotiable Collateral

Hedge Agreement means any and all agreements, or documents now existing or hereafter entered into by the Administrative Borrower or any of its Subsidiaries that provide for an interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging the Administrative Borrower's or any of its Subsidiaries' exposure to fluctuations in interest or exchange rates, loan, credit exchange, security, or currency valuations or commodity prices

Inactive Subsidiaries means each direct or indirect Subsidiary of Loan Parties set forth on Schedule 4 29 to the Credit Agreement, provided, that an Inactive Subsidiary shall cease to be an Inactive Subsidiary hereunder at such time, if any, that such former Inactive Subsidiary (i) acquires or holds any assets in excess of \$500,000 (excluding goodwill and unsecured intercompany receivables), (ii) has any operations, or (iii) has any material liabilities (other than intercompany payables), provided, that (A) the aggregate amount of all assets of the Inactive Subsidiaries shall not exceed \$5,000,000 (excluding goodwill and unsecured intercompany receivables) and (B) the aggregate amount of all liabilities of the Inactive Subsidiaries shall not exceed \$5,000,000 (excluding intercompany payables)

Indebtedness means (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, interest rate swaps, or other financial products, (c) all obligations as a lessee

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under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of a Person or its Subsidiaries, irrespective of whether such obligation or liability is assumed, provided, however, that in the event that liability of such Person is non-recourse to such Person and is recourse only to a specified asset owned by such Person, the amount of Indebtedness attributed thereto shall not exceed the net book value of such asset, (e) all obligations to pay the deferred purchase price of assets (other than trade payables incurred in the ordinary course of business and repayable in accordance with customary trade practices), (f) all obligations owing under Hedge Agreements, and (g) any obligation guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (f) above, provided, however, that the amount of any such obligation of any guaranteeing Person as of any date of determination shall be deemed to be the lower of (a) an amount equal to the then stated or determinable amount of the primary obligation in respect of which such guarantee obligation is made and (b) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such guarantee obligation, unless such primary obligation and the maximum amount for which such guaranteeing Person may be liable are not stated or determinable, in which case, the amount of such guarantee obligation shall be such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith

Insolvency Proceeding means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other national, state, provincial or federal bankruptcy or insolvency law or any equivalent laws in any other jurisdictions, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief, and including, in the case of a U K Loan Party, any corporate action, legal proceedings or other procedure commenced or other step taken (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) in relation to (a) such U K Loan Party being adjudicated or found insolvent, (b) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of such U K Loan Party other than a solvent liquidation or reorganization of such U K Loan Party, the terms of which have been previously approved in writing by the Agent, (c) a composition, assignment or arrangement with any class of creditors of such U K Loan Party or (d) the appointment of a liquidator, supervisor, receiver, administrator, administrative receiver, compulsory manager, trustee or other similar officer in respect of such U K Loan Party or any of its assets

Intellectual Property means any and all Intellectual Property Licenses, Patents, Copyrights, Trademarks, the goodwill associated with such Trademarks, confidential and proprietary information, trade secrets and know-how (including processes, schematics, databases, formulae, drawings, prototypes, models, designs, technical data, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), all computer software, Internet web sites, and all other intellectual property or proprietary rights and claims or causes of action arising out of or related to an infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof

Intellectual Property Licenses means all rights under or interests in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether the applicable Grantor is a licensee or licensor under any such license agreement, including the license agreements listed on Schedule 3 attached to the Security Agreement and made a part thereof, and the right to use the foregoing in connection with the enforcement of the Lender Group's rights under the Loan Documents, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses

Inventory means inventory as defined in the Code

Investment means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, or capital contributions (excluding (a) commission, travel, and similar advances to officers and employees of such Person made in the ordinary course of business, and (b) *bona fide* Accounts arising in the ordinary course of business consistent with past

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practice), purchases or other acquisitions of Indebtedness, Stock, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP

Investment Related Property means (i) investment property as defined in the Code and (ii) all of the following regardless of whether classified as investment property under the Code all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements

Issuing Lender means the Agent or any other Lender that, at the request of the Administrative Borrower and with the consent of the Agent, agrees, in such Lender's sole discretion, to become an Issuing Lender for the purpose of issuing L/Cs or L/C Undertakings pursuant to Section 2 12 of the Credit Agreement

L/C has the meaning specified in Section 2 12(a) of the Credit Agreement

L/C Undertaking has the meaning specified in Section 2 12(a) of the Credit Agreement

Lenders means the Agent and Citicapital Commercial Corporation **Lender** means either one of them

Lender Group means, individually and collectively, each of the Lenders (including the Issuing Lender) and the Agent

Letter of Credit means an L/C or an L/C Undertaking, as the context requires

Lien means any mortgage, deed of trust, debenture, charge, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing

Loan Account is defined in the Credit Agreement

Loan Documents means

- (a) the Credit Agreement,
- (b) the Bank Product Agreements,
- (c) the Cash Management Agreements (as defined in the Credit Agreement),
- (d) the Control Agreements (as defined in the Credit Agreement),
- (e) the Contribution Agreement (as defined in the Credit Agreement),
- (f) the Copyright Security Agreement,
- (g) the Disbursement Letter (as defined in the Credit Agreement),
- (h) the Fee Letter (as defined in the Credit Agreement),
- (i) the Intercompany Subordination Agreement (as defined in the Credit Agreement),
- (j) the Letters of Credit (as defined in the Credit Agreement),
- (k) the Mortgages,

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- (l) the Patent Security Agreement,
- (m) the Reaffirmation Agreement (as defined in the Credit Agreement),
- (n) the Security Agreement,
- (o) the Trademark Security Agreement,
- (p) the U K Security Documents,
- (q) any note or notes executed by a Loan Party in connection with the Credit Agreement and payable to a member of the Lender Group, and

any other agreement entered into, at the time of the Credit Agreement or in the future, by any Loan Party or any of their Subsidiaries, and the Lender Group in connection with the Credit Agreement

Loan Parties means Borrowers and Guarantors, and **Loan Party** means any one of them

Mortgages means, individually and collectively, one or more mortgages, deeds of trust, or deeds to secure debt, executed and delivered by a Borrower or a Subsidiary of a Loan Party in favor of the Agent, in form and substance satisfactory to the Agent, that encumber the Real Property Collateral

Negotiable Collateral means letters of credit, letter of credit rights, instruments, promissory notes, drafts and documents (as that term is defined in the Code) and, in any event, including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark, Patent, or Copyright), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, uncertificated securities, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, and Negotiable Collateral

Obligations means, collectively, the U K Obligations and the U S Obligations

Original Grantors means the Parent together with those entities listed in Schedule 2 to this form 395

Parent means Take-Two Interactive Software, Inc

Patents means inventions, discoveries and ideas, whether patentable or not, and all patents, registrations and applications therefor, including the patents and patent applications listed on Schedule 4 to the Security Agreement and made a part thereof, and (i) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals thereof and improvements thereon, (ii) all income, royalties, damages and payments at the time of the Security Agreement and thereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of each Grantor's rights corresponding thereto throughout the world

Patent Security Agreement means each Patent Security Agreement among Grantors, or any of them, and the Agent, for the benefit of the Lender Group and the Bank Product Providers, in substantially the form of Exhibit B attached to the Security Agreement, pursuant to which Grantors have granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in all their respective Patents

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Permitted Discretion means a determination made in the exercise of reasonable (from the perspective of a secured lender) business judgment

Person means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof

Pledged Companies means, each Person listed on Schedule 5 to the Security Agreement as a "Pledged Company", together with each other Person, all or a portion of whose Stock, is acquired or otherwise owned by a Grantor after the Closing Date

Pledged Interests means all of each Grantor's right, title and interest in and to all of the Stock now or hereafter owned by such Grantor (other than Stock of Inactive Subsidiaries), regardless of class or designation, including all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to request after the occurrence and during the continuation of an Event of Default that such Stock be registered in the name of the Agent or any of its nominees, the right to receive any certificates representing any of the Stock and the right to require that such certificates be delivered to the Agent together with undated powers or assignments of investment securities with respect thereto, duly endorsed in blank by such Grantor, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and of all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing

Pledged Operating Agreements means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies

Pledged Partnership Agreements means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships

Real Property Collateral means the Real Property identified on Schedule R-1 to the Credit Agreement and any Real Property hereafter acquired by a Loan Party or any Subsidiary of a Loan Party

Records means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form

Revolver Commitment means, with respect to each Lender, its Revolver Commitment, and, with respect to all Lenders, their Revolver Commitments, in each case as such Dollar amounts are set forth beside such Lender's name under the applicable heading on Schedule C-1 of the Credit Agreement or in the Assignment and Acceptance pursuant to which such Lender became a Lender hereunder, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Credit Agreement

SEC means the United States Securities and Exchange Commission and any successor thereto

Security Agreement means the security agreement dated 3 July 2007 between the Original Grantors and the Agent

Solvent means, with respect to any Person on a particular date, that, at fair valuations, the sum of such Person's assets is greater than all of such Person's debts or other liabilities or with respect to a U K Loan Party, is not deemed unable to pay its debts (within the meaning set out in ss 123(1) or (2) of the Insolvency Act 1986 (interpreted on the basis that the words "it is proved to the satisfaction of the court in ss 123(1)(e) and 123(2) were deemed to be omitted))

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Stock means all shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act)

Subsidiary of a Person means a corporation, partnership, limited liability company, limited company, or other entity in which that Person directly or indirectly owns or controls the shares of Stock having ordinary voting power to elect a majority of the board of directors (or appoint other comparable managers) of such corporation, partnership, limited liability company, or other entity, provided, however, that for the purposes of the Credit Agreement (other than the financial covenants described in Section 6.16 of the Credit Agreement and the definitions used therein), an Excluded Foreign Subsidiary shall not be deemed a Subsidiary

Supporting Obligations means Supporting Obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments, or Investment Related Property

Trademarks means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, and other indicia of origin, including the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 6 attached to the Security Agreement and made a part thereof, and (i) all extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world

Trademark Security Agreement means each Trademark Security Agreement among Grantors, or any of them, and the Agent, for the benefit of the Lender Group and the Bank Product Providers, in substantially the form of Exhibit D attached to the Security Agreement, pursuant to which Grantors have granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in all their respective Trademarks

U K. Advances means the Advances made by the Lenders with a Revolver Commitment to U K Borrower from time to time pursuant to Section 2.1(a)(ii) of the Credit Agreement

U K. Borrower means Take-Two GB Limited

U K. Debenture means the debenture dated 16 November 2007 entered into by U K Loan Parties in favour of the Agent

U K. Eligible Accounts means those Accounts created by U K Borrower in the ordinary course of its business, that arise out of its sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below, provided, however, that such criteria may be revised from time to time by the Agent in the Agent's Permitted Discretion to address the results of any audit performed by the Agent from time to time after the Closing Date. In determining the amount to be included, U K Eligible Accounts shall be calculated net of customer deposits and unapplied cash. U K Eligible Accounts shall not include the following

- (a) Accounts that the Account Debtor has failed to pay within 90 days of original invoice date or Accounts that are more than 60 days past due,
- (b) Accounts owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above or clause (a) of the

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definition of U S Eligible Accounts,

- (c) Accounts with respect to which the Account Debtor is an Affiliate of any Loan Party or an employee or agent of any Loan Party or any Affiliate of any Loan Party,
- (d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,
- (e) Accounts that are not payable in Dollars, Sterling or Euros,
- (f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States or its registered office in the United Kingdom, or (ii) is not organized or incorporated under the Laws of the United Kingdom, the United States or any state or territory thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, jurisdiction, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (y) the Account is supported by an irrevocable letter of credit reasonably satisfactory to the Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to the Agent and is directly drawable by the Agent, or (z) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to the Agent,
- (g) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which the U K Borrower has complied, to the reasonable satisfaction of the Agent, with the Assignment of Claims Act, 31 USC § 3727), or (ii) any state of the United States (exclusive, however, of (A) Accounts owed by any state or province that does not have a statutory counterpart to the Assignment of Claims Act or (B) Accounts owed by any state or province that does have a statutory counterpart to the Assignment of Claims Act as to which the U K Borrower has complied to the Agent's satisfaction),
- (h) Accounts with respect to which the Account Debtor is a creditor of any Loan Party, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of setoff, or dispute,
- (i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 10% (such percentage, as applied to a particular Account Debtor, being subject to reduction by the Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates in any material respect) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage, provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by the Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,
- (j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which U K Borrower has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,
- (k) Accounts with respect to which the Account Debtor is located in a state or jurisdiction (e g , New Jersey, Minnesota, and West Virginia) that requires, as a condition to access to the courts of such jurisdiction, that a creditor qualify to transact business, file a business activities report or other report or form, or take one or more other actions, unless U K Borrower has so qualified, filed such reports or forms, or taken such actions (and, in each case, paid any required fees or other charges), except to the extent that U K Borrower may qualify subsequently as a foreign entity authorized to transact business in such state or jurisdiction and gain access to such courts, without incurring any cost or penalty viewed by the Agent to be significant in amount, and such later qualification cures any access to such courts to enforce payment of such Account,

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- (l) Accounts that are not subject to a valid and perfected first priority Agent's Lien (being, in the case of Accounts owned by U K Borrower, a fixed charge),
- (m) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor, or
- (n) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by U K Borrower of the subject contract for goods or services

U K Guaranteed Obligations means (a) the due and punctual payment of the principal of, and interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued) on, any and all premium on, and any and all fees, costs, indemnities, and expenses incurred in connection with, the Indebtedness owed by U K Borrower to any member of the Lender Group pursuant to the terms of the Credit Agreement or any other Loan Document and (b) the due and punctual payment of all other present or future Indebtedness owing by U K Borrower to any member of the Lender Group in connection with any Loan Document

U K. Guarantors means (i) U S Loan Parties, (ii) Take Two International SA, and (iii) each Subsidiary of the Parent created, organized or incorporated under the laws of England and Wales (other than the U K Borrower), including those entities listed in Schedule 1 to this form 395 and **U K Guarantor** means any one of them

U K. Guaranty means (i) the guaranty of each U K Guarantor contained in Section 17 of the Credit Agreement and (ii) each guaranty (if any) executed and delivered by a U K Guarantor in favor of the Agent, for the benefit of the Lender Group, in form and substance reasonably satisfactory to the Agent, in each case, with respect to the U K Guaranteed Obligations

U.K. Loan Parties means the U K Borrower and the U K Guarantors and shall not include the U S Loan Parties

U.K. Obligations means all loans, U K Advances, debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), premiums, liabilities (including all amounts charged to the sub-account for the U K Borrower in the Borrowers' Loan Account pursuant to the Credit Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), lease payments, guaranties, covenants, and duties of any kind and description owing by U K Borrower to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that U K Borrower is required to pay or reimburse by the Loan Documents or by Law or otherwise in connection with the Loan Documents Any reference in the Credit Agreement or in the Loan Documents to the U K Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding Notwithstanding anything to the contrary contained herein, U K Obligations shall not be deemed to include any U S Obligations

U K Security Documents means the U K Debenture, each U K Share Mortgage and all other agreements, instruments and documents governed by the laws of England and Wales delivered by Loan Parties evidencing or securing the Obligations of the Loan Parties to the Agent and the Lenders

U K Share Mortgage means each English law share mortgage to be entered into by a Loan Party, in form and substance reasonably satisfactory to the Agent, and includes (1) the Share Mortgage dated 16 November 2007, entered into by the Agent and Take-Two International SA and (2) the Share Mortgage dated

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16 November 2007, entered into by the Agent and the Parent

URL means "uniform resource locator," an internet web address

U S Advances means the Advances made by the Lenders with a Revolver Commitment to U S Borrowers from time to time pursuant to Section 2 1(a)(i)

U S Borrowers means Take-Two Interactive Software, Inc and those of its Subsidiaries listed in the Credit Agreement as Borrowers

U S Eligible Accounts means those Accounts created by a U S Loan Party in the ordinary course of its business, that arise out of its sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below, provided, however, that such criteria may be revised from time to time by the Agent in the Agent's Permitted Discretion to address the results of any audit performed by the Agent from time to time after the Closing Date In determining the amount to be included, U S Eligible Accounts shall be calculated net of customer deposits and unapplied cash U S Eligible Accounts shall not include the following

- (a) Accounts that the Account Debtor has failed to pay within 90 days of original invoice date or Accounts that are more than 60 days past due,
- (b) Accounts owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above or clause (a) of the definition of U K Eligible Accounts,
- (c) Accounts with respect to which the Account Debtor is an Affiliate of any Loan Party or an employee or agent of any Loan Party or any Affiliate of any Loan Party,
- (d) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,
- (e) Accounts that are not payable in Dollars,
- (f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States, or (ii) is not organized under the Laws of the United States or any state or territory thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (y) the Account is supported by an irrevocable letter of credit reasonably satisfactory to the Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to the Agent and is directly drawable by the Agent, or (z) the Account is covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to the Agent,
- (g) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which the applicable Loan Party has complied, to the reasonable satisfaction of the Agent, with the Assignment of Claims Act, 31 USC § 3727), or (ii) any state of the United States (exclusive, however, of (A) Accounts owed by any state or province that does not have a statutory counterpart to the Assignment of Claims Act or (B) Accounts owed by any state or province that does have a statutory counterpart to the Assignment of Claims Act as to which the applicable U S Loan Party has complied to the Agent's satisfaction),
- (h) Accounts with respect to which the Account Debtor is a creditor of any Loan Party, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such claim, right of setoff, or dispute,

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- (i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 10% (or, (x) in the case of any of Wal-Mart, Game Stop and Best Buy, 25%, (y) in the case of Target Corp, 20%, or (z) in the aggregate for Wal-Mart, Game Stop and Best Buy, 75%) (such percentage, as applied to a particular Account Debtor, being subject to reduction by the Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates in any material respect) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage, provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by the Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,
- (j) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which a U S Loan Party has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,
- (k) Accounts with respect to which the Account Debtor is located in a state or jurisdiction (e g, New Jersey, Minnesota, and West Virginia) that requires, as a condition to access to the courts of such jurisdiction, that a creditor qualify to transact business, file a business activities report or other report or form, or take one or more other actions, unless the applicable U S Borrower has so qualified, filed such reports or forms, or taken such actions (and, in each case, paid any required fees or other charges), except to the extent that the applicable U S Loan Party may qualify subsequently as a foreign entity authorized to transact business in such state or jurisdiction and gain access to such courts, without incurring any cost or penalty viewed by the Agent to be significant in amount, and such later qualification cures any access to such courts to enforce payment of such Account,
- (l) Accounts that are not subject to a valid and perfected first priority Agent's Lien,
- (m) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor, or
- (n) Accounts that represent the right to receive progress payments or other advance billings that are due prior to the completion of performance by the applicable U S Loan Party of the subject contract for goods or services

U.S. Guarantors means U S Loan Parties (other than U S Borrowers) and **U S Guarantor** means any one of them

U.S. Guaranty means (i) the guaranty of each U S Guarantor contained in Section 17 of the Credit Agreement and (ii) each guaranty (if any) executed and delivered by a U S Guarantor in favor of the Agent, for the benefit of the Lender Group and Bank Product Providers, in form and substance satisfactory to the Agent, in each case, with respect to the U S Guaranteed Obligations

U.S. Loan Parties means the U S Borrowers and the U S Guarantors and shall not include the U K Loan Parties

U.S. Obligations means (a) all loans, Advances, debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), contingent reimbursement obligations with respect to outstanding Letters of Credit, premiums, liabilities (including all amounts charged to Borrowers' Loan Account pursuant to the Credit Agreement), obligations (including indemnification obligations), fees (including the fees provided for in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), lease payments, guaranties, covenants, and duties of any kind and description owing by U S Loan Parties to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not

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paid when due and all other expenses or other amounts that U S Loan Parties are required to pay or reimburse by the Loan Documents or by Law or otherwise in connection with the Loan Documents, and (b) all Bank Product Obligations Any reference in the Credit Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding

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Schedule 1 – U.K. entities which are party to the Supplement Agreement

	Name	Registered Number
1	Joytech Europe Limited	03376299
2	Take-Two Interactive Software Europe Limited	02739756
3	DMA Design Holdings Limited	03736771
4	Rockstar Lincoln Limited	06026627
5	Rockstar London Limited	05902287
6	Rockstar Leeds Limited	03549522
7	Rockstar International Limited	05584724
8	Venom Games Limited	04644542

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Schedule 2 – Original Grantors

- 1 Jack of All Games, Inc
- 2 2K Games, Inc
- 3 2KSports, Inc
- 4 Firaxis Games, Inc
- 5 Frog City Software, Inc
- 6 Global Star Software, Inc
- 7 Indie Built, Inc
- 8 Inventory Management Systems, Inc
- 9 Kush Games, Inc
- 10 Take-Two Licensing, Inc
- 11 Talonsoft, Inc
- 12 Visual Concepts Entertainment
- 13 Vlm Entertainment Group, Inc
- 14 Angel Studios, Inc
- 15 Irrational Studios LLC
- 16 Rockstar Games, Inc
- 17 Cat Daddy Games, LLC
- 18 Freedom Force Properties LLC
- 19 Irrational Games LLC
- 20 Irrational Games Development LLC

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Schedule 3 – Pledged Companies

Name of Pledgor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.
Take Two International SA	Joytech Europe Limited	50	Ordinary	100%	8
Take Two International SA	Take Two Interactive Software Europe Limited	2,294,640	Ordinary	100%	11
Take Two International SA	Rockstar International Limited	1,000	Ordinary	100%	1
Take Two International SA	Take Two GB Limited	50,000	Ordinary	100%	2, 3
DMA Design Holdings Limited	Rockstar North Limited	1	Ordinary	100%	3

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Schedule 4 - Trademarks

Grantor	Country	Mark	Application/ Registration No	App/Reg Date
Joytech Europe Limited	United Kingdom	*JOYTECH EUROPE JOYTECH EUROPE	2184493B	
Joytech Europe Limited	United Kingdom	*JOYTECH JOYTECH JOYTECH	2184493A	
Joytech Europe Limited	United Kingdom	*KITCARD KitCard KIT-CARD KIT CARD	2227624	
Take Two Interactive Software Europe Limited	Community Trademarks	2K GAMES	4299087	
Take Two Interactive Software Europe Limited	Community Trademarks	2K SPORTS	4299103	
Take Two Interactive Software Europe Limited	Community Trademarks	*2KGAMES	4304201	
Take Two Interactive Software Europe Limited	Community Trademarks	2KSPORTS	4299095	
Take Two Interactive Software Europe Limited	Community Trademarks	A Take2 Company	3556198	
Take Two Interactive Software Europe Limited	Community Trademarks	*CLASSIFIED	4299129	
Take Two Interactive Software Europe Limited	Community Trademarks	Design Only	3019296	
Take Two Interactive Software Europe Limited	Community Trademarks	DUTY AND HONOUR	3391224	
Take Two Interactive Software Europe Limited	Community Trademarks	*FIRST ALPHA	3061256	
Take Two Interactive Software Europe Limited	Community Trademarks	*GATHERING	3019619	

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Take Two Interactive Software Europe Limited	Community Trademarks	GOTHAM GAMES	2696680	
Take Two Interactive Software Europe Limited	Community Trademarks	GRAND THEFT AUO	372268	
Take Two Interactive Software Europe Limited	Community Trademarks	GS GLOBAL STAR SOFTWARE	3556164	
Take Two Interactive Software Europe Limited	Community Trademarks	GTA	1154764	
Take Two Interactive Software Europe Limited	Community Trademarks	*GTA Bogota	4015848	
Take Two Interactive Software Europe Limited	Community Trademarks	*GTA San Andreas	4015889	
Take Two Interactive Software Europe Limited	Community Trademarks	*HO CHI MINH	3061058	
Take Two Interactive Software Europe Limited	Community Trademarks	JACK OF ALL GAMES	1086289	
Take Two Interactive Software Europe Limited	Community Trademarks	*JG JACK OF ALL GAMES	3556156	
Take Two Interactive Software Europe Limited	Community Trademarks	*JOYTECH	1080092	
Take Two Interactive Software Europe Limited	Community Trademarks	*LIBERTY CITY USA THE WORST PLACE IN AMERICA	3391174	
Take Two Interactive Software Europe Limited	Community Trademarks	*LINE OF FIRE	3158466	
Take Two Interactive Software Europe Limited	Community Trademarks	*MANHUNT	3391216	

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Take Two Interactive Software Europe Limited	Community Trademarks	*MIDNIGHT CLUB	3035425	
Take Two Interactive Software Europe Limited	Community Trademarks	*Midnight Club Dub Edition	3978848	
Take Two Interactive Software Europe Limited	Community Trademarks	*R ROCKSTAR	1084433	
Take Two Interactive Software Europe Limited	Community Trademarks	*REDUX	3061264	
Take Two Interactive Software Europe Limited	Community Trademarks	*ROCKSTAR	3391133	
Take Two Interactive Software Europe Limited	Community Trademarks	*ROCKSTAR CARTEL	3391191	
Take Two Interactive Software Europe Limited	Community Trademarks	*ROCKSTAR CREATION	3391182	
Take Two Interactive Software Europe Limited	Community Trademarks	*Shootdodging	3369352	
Take Two Interactive Software Europe Limited	Community Trademarks	*Sin City	4103751	
Take Two Interactive Software Europe Limited	Community Trademarks	*SPACE STATION SILICON VALLEY	372250	
Take Two Interactive Software Europe Limited	Community Trademarks	*T2 TAKE TWO	3556172	
Take Two Interactive Software Europe Limited	Community Trademarks	*T2 TAKE2 interactive	1217173	
Take Two Interactive Software Europe Limited	Community Trademarks	*TET OFFENSIVE	3061082	

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Take Two Interactive Software Europe Limited	Community Trademarks	*WINGS OF WAR	3762275	
Take Two Interactive Software Europe Limited	United Kingdom	*4 PLAY	2201857	
Take Two Interactive Software Europe Limited	United Kingdom	*DOGS OF WAR	2168553	

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Schedule 5 – List of Uniform Commercial Code Filing Jurisdictions

<u>Name</u>	<u>Jurisdiction</u>
Take Two International SA	District of Columbia
Take-Two GB Limited	District of Columbia
Joytech Europe Limited	District of Columbia
Take Two Interactive Software Europe Limited	District of Columbia
Rockstar International Limited	District of Columbia
DMA Design Holdings Ltd	District of Columbia
Rockstar Lincoln Limited	District of Columbia
Rockstar London Limited	District of Columbia
Venom Games Limited	District of Columbia
Rockstar Leeds Limited	District of Columbia
Rockstar North Limited	District of Columbia

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03312220

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL TO SECURITY AGREEMENT DATED THE 16th NOVEMBER 2007 AND CREATED BY ROCKSTAR NORTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WELLS FARGO FOOTHILL, INC 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 26th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th NOVEMBER 2007

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Cel'



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —