

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a Se-
cured Liability. To do this, please use
form MG01s

FRIDAY



A47 28/09/2012 #493
COMPANIES HOUSE

1 Company details		2 For official use
Company number	0 7 8 3 7 2 4 6	Filing 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	Game Retail Limited (the "Chargor" and the "Original Chargor")	
2 Date of creation of charge		
Date of creation	d 1 d 8 m 0 m 9 y 2 y 0 y 1 y 2	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	A security agreement dated 18 September 2012 made between Game Retail Limited as Original Chargor and Lajedosa Investments S à r l as Chargee (the "Chargee")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	All present and future moneys, obligations and liabilities owed by any Obligor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever (the "Secured Liabilities") Please refer to the continuation pages for all defined terms used in this MG01	
Continuation page Please use a continuation page if you need to enter more details		

RE-SCAN

2-10-12 039

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Lajedosa Investments S a r l
Address	65, boulevard Grand-Duchesse Charlotte
	L - 1132, Luxembourg
Postcode	
Name	
Address	
Postcode	

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
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Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

1 Covenant to pay

The Chargor has covenanted with the Chargee that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Chargee when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Chargee in relation to any such Secured Liabilities or generally in respect of the Chargors

2 Fixed Charge

2 1 As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee has

2 1 1 granted to the Chargee a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 of the Security Agreement (Properties currently owned) opposite its name (being none as at the date of the Security Agreement),

2 1 2 charged to the Chargee, by way of a first fixed charge, all its

2 1 2 1 Properties acquired by it after the date of the Security Agreement,

2 1 2 2 Property Interests,

2 1 2 3 Material Equipment,

2 1 2 4 Securities,

2 1 2 5 Intellectual Property,

2 1 2 6 Insurance Policies,

2 1 2 7 Debts,

2 1 2 8 Accounts,

2 1 2 9 Goodwill and Uncalled Capital, and

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 1 2 10 rights, title and interest to any agreement (including, without limitation, each Assigned Agreement), licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clause 3 1 of the Security Agreement (as also set out in this paragraph 2),</p> <p>2 1 3 assigned to the Chargee absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and</p> <p>2 1 4 assigned to the Chargee absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements</p> <p>3 Floating security</p> <p>3 1 Floating charge</p> <p>The Chargor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities has charged in favour of the Chargee, by way of first floating charge</p> <p>a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 of the Security Agreement (as also set out in paragraph 2 above (Fixed Charge)), and</p> <p>b) all its assets situated in Scotland</p> <p>3 2 Qualifying Floating Charge</p> <p>The floating charge created by the Chargor pursuant to clause 3 2 1 of the Security Agreement (as also set out at paragraph 3 1 (Floating charge) above) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by s 248 of, and Schedule 16 to, the Enterprise Act 2002)</p> <p>4 Negative Pledge</p> <p>The Chargor has covenanted with the Chargee that, save as permitted by the Revolving Facility Agreement, it shall not</p> <p>a) create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets, or</p> <p>b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets</p> <p>5 Further Assurance</p> <p>The Chargor has agreed that it shall, promptly upon request by the Chargee or any Receiver or Administrator, at its own expense, take whatever action the Chargee or a Receiver or Administrator may require, in order to</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>a) create, perfect or protect any security intended to be created pursuant to the Security Agreement,</p> <p>b) to facilitate the realisation of any Charged Asset,</p> <p>c) to exercise any right, power or discretion conferred on the Chargee, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or</p> <p>d) to create and perfect security in favour of the Chargee (equivalent to the security intended to be created by the Security Agreement) over any assets of the Chargor located in any jurisdiction outside England and Wales</p> <p>This includes</p> <p>(i) the re-execution of the Security Agreement,</p> <p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Chargee (or the Receiver or Administrator, as appropriate) may think expedient</p> <p>6 Additional Undertakings related to Charged Securities</p> <p>The Chargor has undertaken to the Chargee that</p> <p>a) it shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargor that the Chargee shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,</p> <p>b) it shall not without the Chargee's prior consent or unless permitted under the Revolving Facility Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,</p> <p>c) it shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will (unless permitted under the Revolving Facility Agreement)</p> <p>(i) consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way,</p> <p>(ii) issue any new shares or stock, or</p> <p>(iii) refuse to register any transfer of its Securities which may be lodged for registration by or on behalf of the Chargee or Chargor in accordance with the Security Agreement,</p> <p>d) it shall promptly send to the Chargee copies of all documents which are sent to holders of any Securities in such capacity, and</p> <p>e) it shall promptly give notice of the Security Agreement to any custodian of any Securities in any form which the Chargee may reasonably require and use its best endeavours to ensure that the custodian acknowledges that notice in any form which the Chargee may reasonably require</p> <p>In this form MG01, defined terms shall have the following meanings</p> <p>"Accession Deed" a document substantially in the form set out in Schedule 4 (Form of Accession Deed) of the Revolving Facility Agreement,</p>

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Short particulars	<p>"Accounts" all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,</p> <p>"Additional Chargor" any person which becomes a Chargor by executing a Deed of Accession,</p> <p>"Additional Guarantor" any company which becomes a Guarantor in accordance with clause 18 4 (Additional Guarantors) of the Revolving Facility Agreement,</p> <p>"Administrator" a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property,</p> <p>"Assigned Agreements" each Supply Agreement and each Escrow Agreement,</p> <p>"Borrower" means Game Retail Limited in its capacity as borrower under the Revolving Facility Agreement,</p> <p>"Charged Assets" all the assets for the time being subject to the Security Interests created by the Security Agreement (and references to the Charged Assets include references to any part of them),</p> <p>"Chargors" the Original Chargor and any Additional Chargor, and "Chargor" shall mean any of them,</p> <p>"Compliance Certificate" a certificate substantially in the form set out in Schedule 6 (Form of Compliance Certificate) of the Revolving Facility Agreement or in any other form agreed between the Obligors' Agent and the Lender,</p> <p>"Covered Product" Product which is supplied pursuant to a Covered Supply Agreement,</p> <p>"Covered Supply Agreement" means a supply agreement, which includes a Return Right in respect of all Products supplied pursuant to that Supply Agreement and where such Return Right may be assigned to and/or exercised by the Lender and is otherwise in form and substance satisfactory to the Lender (at its absolute discretion) and made between, amongst others, the Borrower, the Lender and a Supplier in connection with a Covered Product,</p> <p>"Debenture" the security agreement granted by the Borrower in favour of the Lender dated on or about the date of this agreement,</p> <p>"Debts" all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,</p> <p>"Deed of Accession" a deed substantially in the form of Schedule 7 (Form of Deed of Accession) to the Security Agreement,</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Equipment" all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,</p> <p>"Escrow Agreement" means an escrow agreement in form and substance satisfactory to the Lender and made between the Borrower, the Lender and a Supplier in connection with a Product which is to be supplied to the Borrower by a Supplier pursuant to the terms of a related Supply Agreement (which is in form and substance satisfactory to the Lender),</p> <p>"Goodwill" all goodwill now or at any time hereafter (and from time to time) of or in a Chargor,</p> <p>"Group" the Borrower and its Subsidiaries from time to time,</p> <p>"Guarantors" the Original Guarantor and any Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 18 5 (Resignation of a Guarantor) of the Revolving Facility Agreement,</p> <p>"Insurance Policies" all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>"Intellectual Property" all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest,</p> <p>"Intercreditor Deed" the intercreditor deed dated on or about the date of this agreement and made between the Lender, the Borrower and CapiteX Holdings Limited,</p> <p>"Lender" means Lajedosa Investments S à r l in its capacity as lender under the Revolving Facility Agreement,</p> <p>"Material Equipment" any Equipment that is material to the business or operations of a Chargor or to the business and operations of the Group as a whole,</p> <p>"Obligors" the Borrower and the Guarantors,</p> <p>"Product" with respect to any Supply Agreement means the product to be supplied by a Supplier to the Borrower pursuant to a Purchase Order,</p> <p>"Properties" all estates or interests in any freehold and leasehold properties (whether registered or</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor (including the properties which are briefly described in schedule 1 (Properties currently owned) to the Security Agreement) but excluding in each case Short Leasehold Properties,</p> <p>"Property Interests" all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,</p> <p>"Purchase Order" the order to be supplied by the Borrower to the Supplier for the purchase by the Borrower of units of the Product and specifying the price per unit at which Product is to be purchased (if different from the relevant Supply Agreement),</p> <p>"Receiver" a person appointed by the Chargee to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets,</p> <p>"Return Right" with respect to any Supply Agreement, the right available to the Borrower to return some or all of the Product supplied to the Group pursuant to that Supply Agreement to the relevant Supplier on terms that such Supplier is obliged to pay to the Borrower (or the Lender) an amount equal to the number of units of Product so returned multiplied by the relevant Supply Price,</p> <p>"Revolving Facility Agreement" the revolving facility agreement dated 18 September 2012 made between the Chargee (as lender) and the Original Chargor (as borrower and original guarantor),</p> <p>"Secured Liabilities" all present and future moneys, obligations and liabilities owed by any Obligor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever,</p> <p>"Securities Issuer" the issuer of any Securities,</p> <p>"Securities" all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p>"Security Interest" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Short Leasehold Properties" all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by any Chargor under which the relevant Chargor is obliged to pay a rack rent, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of that Chargor,</p>	

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Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Subsidiary" a subsidiary undertaking within the meaning of s 1162 of, and Schedule 7 to, the Companies Act 2006,</p> <p>"Supplier" means a supplier who has agreed to supply one or more Products to the Borrower pursuant to the terms of a Supply Agreement and, if applicable, a related Escrow Agreement,</p> <p>"Supply Agreement" either a Covered Supply Agreement or an Uncovered Supply Agreement as the context requires,</p> <p>"Supply Price" with respect to any Supply Agreement and any related Product, means the price at which the units of the Product are to be sold by the Supplier to the Borrower pursuant to a Purchase Order (as such price may be reduced from time to time in accordance with the terms of that Supply Agreement),</p> <p>"Uncalled Capital" all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor, and</p> <p>"Uncovered Supply Agreement" a supply agreement, in form and substance satisfactory to the Lender (at its absolute discretion), between a Supplier and the Borrower which is not a Covered Supply Agreement (but which may include a Return Right for less than all of the Product supplied pursuant to that supply agreement)</p>

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N/A</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Bryghaus McCutchen (London) LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jessica Howlett

Company name Bingham McCutchen (London) LLP

Address 41 Lothbury

Post town London

County/Region Greater London

Postcode E C 2 R 7 H F

Country England

DX

Telephone 020 7661 5355



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7837246
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
SEPTEMBER 2012 AND CREATED BY GAME RETAIL LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY OBLIGOR TO LAJEDOSA INVESTMENTS S.R R.L. ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 28
SEPTEMBER 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 OCTOBER 2012

**THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED 07/01/2013**

PO



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

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ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 28
SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**