



**Registration of a Charge**

Company name: **GAME RETAIL LIMITED**

Company number: **07837246**

Received for Electronic Filing: **18/02/2020**



X8Z3D96X

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**Details of Charge**

Date of creation: **14/02/2020**

Charge code: **0783 7246 0007**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7837246

Charge code: 0783 7246 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2020 and created by GAME RETAIL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2020 .

Given at Companies House, Cardiff on 19th February 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

Dated 14 February 2020

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Game Retail Limited  
(as Chargor)

and

Wells Fargo Capital Finance (UK) Limited  
(as Security Agent)

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Supplemental Fixed Charge

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## **Morgan Lewis**

Condor House  
5-10 St. Paul's Churchyard  
London EC4M 8AL  
Tel: +44 (0)20 3201 5000  
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[www.morganlewis.com](http://www.morganlewis.com)

THIS SUPPLEMENTAL FIXED CHARGE is dated 14 February 2020

**BETWEEN:**

- (1) **GAME RETAIL LIMITED** a company registered in England Wales with number 07837246 and registered address at Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ (the **Chargor**); and
  - (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** a company registered in England and Wales with number 2656007 as security trustee for the Secured Parties, as defined in the Master Facilities Agreement, as defined below (the **Security Agent**),
- (together, the **Parties**).

**BACKGROUND:**

- (A) The Security Agent is party to a security agent replacement deed dated 15 November 2019 pursuant to which the Security Agent replaced PNC Business Credit a trading style of PNC Financial Services UK Ltd (**PNC**) as security trustee under a group debenture with, among others, the Chargor as a chargor dated 15 July 2016 (the **Debenture**) in connection with a master facilities agreement originally dated 15 July 2016 between PNC, the Chargor and certain affiliates of the Chargor as amended and restated on 15 November 2019 and as amended and/or restated from time to time (the **Master Facilities Agreement**).
- (B) The Security Agent has requested that the Chargor enters into this Supplemental Fixed Charge. The Chargor has agreed to enter into this Supplemental Fixed Charge by way of further assurance to the Security Agent.
- (C) The Parties intend that this Supplemental Fixed Charge take effect as a deed notwithstanding that it may be executed under hand.

**IT IS AGREED:**

**1. Definitions and Interpretation**

- 1.1** Terms defined in the Debenture or the Master Facilities Agreement (as applicable) have the same meaning when used in this Supplemental Fixed Charge unless the context requires otherwise.
- 1.2** In this Supplemental Fixed Charge:

**Collection Account** means the bank account specified in Schedule 1 (*Collection Account*).

**Collection Account Agreement** means an agreement (which may be by way of notice and acknowledgement) relating to the Collection Account in the Account Bank's standard form and which is in form and substance satisfactory to the Security Agent.

- 1.3** The provisions of clause 1.2 (*Interpretation*) of the Debenture shall apply to this Supplemental Fixed Charge as if set out in full in this Supplemental Fixed Charge with such consequential changes as may be required.
- 1.4** Each of the charges in Clause 2 (*Fixed and Floating Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

## 2. Fixed and Floating Security

The Chargor, as security for the payment and performance of the Secured Obligations, charges in favour of the Security Agent all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge, the Collection Account and all monies standing to the credit of the Collection Account and the debts represented by them, in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (b) to the extent that any Permitted Territory A/R and/or its proceeds are not effectively assigned under clause 4.2(a)(i) (*Security assignments*) of the Debenture (**Non-Vesting Permitted Territory A/R**), by way of first fixed charge each Non-Vesting Permitted Territory A/R such that there is a separate fixed charge of each Non-Vesting Permitted Territory A/R;
- (c) to the extent that any Related Rights relating to any Permitted Territory A/R are not effectively assigned under clause 4.2(a)(ii) (*Security assignments*) of the Debenture (**Non-Vesting Permitted Territory Related Rights**), by way of first fixed charge such Non-Vesting Permitted Territory Related Rights, such that there is a separate fixed charge of each Non-Vesting Permitted Territory Related Right referable to each Non-Vesting Permitted Territory A/R created;
- (d) to the extent that any Unapproved Territory A/R and/or its proceeds are not effectively assigned under clause 4.2(a)(iii) (*Security assignments*) of the Debenture (**Non-Vesting Unapproved Territory A/R**), by way of first fixed charge each Non-Vesting Unapproved Territory A/R such that there is a separate fixed charge of each Non-Vesting Unapproved Territory A/R;
- (e) to the extent that any Related Rights relating to any Unapproved Territory A/R are not effectively assigned under clause 4.2(a)(iv) (*Security assignments*) of the Debenture (**Non-Vesting Unapproved Territory Related Rights**), by way of first fixed charge such Non-Vesting Unapproved Territory Related Rights, such that there is a separate fixed charge of each Non-Vesting Unapproved Territory Related Right referable to each Non-Vesting Unapproved Territory A/R created;
- (f) to the extent that any Receivables are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (**Non-Vesting Receivables**), by way of first fixed charge such Non-Vesting Receivables, such that there is a separate fixed charge of each Non-Vesting Receivable;
- (g) to the extent that any Related Rights relating to any Receivable are not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (**Non-Vesting Receivable Related Rights**), by way of first fixed charge such Non-Vesting Receivable Related Rights, such that there is a separate fixed charge of each Non-Vesting Receivable Related Right referable to each Non-Vesting Receivable created; and
- (h) by way of first floating charge the Collection Account, the Non-Vesting Permitted Territory A/R, the Non-Vesting Permitted Territory Related Rights, the Non-Vesting Unapproved Territory A/R, the Non-Vesting Unapproved Territory Related Rights, the Non-Vesting Receivables and the Non-Vesting Receivable Related Rights not otherwise effectively charged by way of fixed charge by Clauses 2(a) - (g) above.

## **2.2 Collection Account Agreement**

- (a) On execution of this Supplemental Fixed Charge, the Chargor shall deliver a Collection Account Agreement duly executed by the Chargor and the Account Bank for the Collection Account.
- (b) Notwithstanding any other provision in the Finance Documents to the contrary, the Chargor shall not at any time enter into any cash pooling arrangements, direct debit scheme or any netting or set-off arrangement in respect of the Collection Account.
- (c) The Chargor agrees that, if the Account Bank applies any standard bank charges or fees to the Collection Account (including pursuant to paragraph 3 of the acknowledgement from the Account Bank which forms part of the Collection Account Agreement) (the **Bank Charges**), the Chargor shall upon the request of the Security Trustee as soon as reasonably practicable, and in any event within three Business Days, pay an amount equal to the Bank Charges into the Collection Account.

## **3. Debenture Provisions**

To the extent not set out in this Supplemental Fixed Charge, the provisions of the Debenture shall apply to this Supplemental Fixed Charge and the Debenture and this Supplemental Fixed Charge shall be read and construed as one to the extent that references in the Debenture to "this Deed" shall be deemed to include this Supplemental Fixed Charge.

## **4. Counterparts**

This Supplemental Fixed Charge may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Fixed Charge.

## **5. Governing Law**

This Supplemental Fixed Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

## **6. Enforcement**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Fixed Charge (including a dispute regarding the existence, validity or termination of this Supplemental Fixed Charge) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 6 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Supplemental Fixed Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Fixed Charge.

Schedule 1

Collection Account

Account Holder	Currency	Account Number	Sort Code	Bank Details
Game Retail Limited	Base currency			Barclays Bank Plc



SIGNATORIES

The Chargor

Executed as a deed by  
**GAME RETAIL LIMITED**

)  
)  
)



Director

In the presence of:

Signature of witness



Name

ANNA SANDERS

Address

12 ROYAL GARDENS, TADLEY RG26 4PX

Occupation

EXECUTIVE ASSISTANT

**The Security Agent**

**WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

By:

