

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 11, 2016**

TAKE-TWO INTERACTIVE SOFTWARE, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34003
(Commission
File Number)

51-0350842
(IRS Employer
Identification No.)

622 Broadway, New York, New York
(Address of principal executive offices)

10012
(Zip Code)

Registrant's telephone number, including area code **(646) 536-2842**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On February 11, 2016, Take-Two Interactive Software, Inc. (the "Company"), together with certain of its direct and indirect subsidiaries (together with the Company, collectively, the "Borrower"), entered into a Fifth Amendment to its Second Amended and Restated Credit Agreement (the "Fifth Amendment"), with certain lenders and Wells Fargo Capital Finance, LLC, acting as arranger and administrative agent for the lenders.

As previously disclosed, the Second Amended and Restated Credit Agreement (the "Credit Agreement") provides for a revolving credit facility (the "Credit Facility") in the aggregate principal amount of \$100,000,000 (subject to increase to \$200,000,000, after giving effect to the Fifth Amendment as described below).

The Fifth Amendment amends the Credit Agreement as follows:

- Amends the definition of "Applicable Margin" to lower the Applicable Margin for Base Rate and LIBOR Rate Loans by 0.25% at each level;
- Amends the definition of "Cash Equivalents" to permit the Company to invest up to \$250,000,000 or 30% of Cash Equivalents (whichever is greater) in investments with maturities up to two years;
- Amends the definition of "Permitted Cash Acquisition" to permit the Company to acquire assets up to \$50,000,000 located outside of the United States with cash;
- Amends the definitions of the "U.K. Borrowing Base" and "U.S. Borrowing Base" to equal the maximum amount available to borrow under the Credit Facility at any time provided that the Company's liquidity is more than \$300,000,000;
- Amends the definition of "U.K. Eligible Accounts" and "U.S. Eligible Accounts" to increase the various percentage thresholds (thereby increasing the amount of credit applied to the U.K. Borrowing Base and the U.S. Borrowing Base); and
- Increases the uncommitted portion of available borrowings under the Credit Facility from \$40,000,000 to \$100,000,000 (resulting in the aggregate principal amount of the Credit Facility being subject to increase from \$100,000,000 to \$200,000,000).

The Fifth Amendment amends certain other provisions of the Credit Agreement as set forth therein. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Credit Agreement.

The foregoing description is a summary of the material terms of the Fifth Amendment and is not complete and is qualified in its entirety by reference to the full text of the Fifth Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The foregoing description of the Credit Agreement is not complete, and is qualified in its entirety by reference to the full text of the Credit Agreement, a copy of which was filed as Exhibit 10.1 to a Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2011.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The description of the Fifth Amendment set forth above under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

| <u>Exhibit</u> | <u>Description</u> |
|----------------|--|
| 10.1 | Fifth Amendment to Second Amended and Restated Credit Agreement, dated February 11, 2016, by and among the Company, each of its Subsidiaries identified on the signature pages thereto as Borrowers, each of its Subsidiaries identified on the signature pages thereto as Guarantors, the lender parties thereto, and Wells Fargo Capital Finance, LLC, as arranger and administrative agent. |

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Matthew K. Breitman
Matthew K. Breitman
Senior Vice President & Deputy General Counsel

Date: February 12, 2016

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EXHIBIT INDEX

| <u>Exhibit</u> | <u>Description</u> |
|----------------|--|
| 10.1 | Fifth Amendment to Second Amended and Restated Credit Agreement, dated February 11, 2016, by and among the Company, each of its Subsidiaries identified on the signature pages thereto as Borrowers, each of its Subsidiaries identified on the signature pages thereto as Guarantors, the lender parties thereto, and Wells Fargo Capital Finance, LLC, as arranger and administrative agent. |

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**FIFTH AMENDMENT TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

FIFTH AMENDMENT, dated as of February 11, 2016 (this "Amendment"), to the Second Amended and Restated Credit Agreement, dated as of November 16, 2007, as amended and restated as of October 17, 2011 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), **TAKE-TWO INTERACTIVE SOFTWARE, INC.**, a Delaware corporation ("Parent"), and each of Parent's domestic Subsidiaries identified on the signature pages hereof as a Borrower (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "U.S. Borrower", and collectively, jointly and severally, as the "U.S. Borrowers"), **TAKE TWO GB LTD.**, a company incorporated under the laws of England and Wales (the "U.K. Borrower", and together with the U.S. Borrowers, each a "Borrower" and collectively, the "Borrowers"), and each of Parent's Subsidiaries identified on the signature pages hereof as a Guarantor (such Subsidiaries are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as the "Guarantors"; and together with Borrowers, each a "Loan Party" and collectively, the "Loan Parties").

WHEREAS, the Loan Parties, the Agent and the Lenders agree to modify the Credit Agreement on and subject to the terms set forth herein;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

1. Definitions. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Credit Agreement.

2. Amendments.

(a) The definition of "Applicable Margin" in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Applicable Margin" means, as of any date of determination,

(a) For the period from and including the Fifth Amendment Effective Date to but excluding the effective date of any determination of the Applicable Margin pursuant to clause (b) below, the applicable rate per annum set forth opposite Level III below (the "Initial Applicable Margin").

(b) For each quarter thereafter, commencing on the first day of the first quarter that occurs after the Fifth Amendment Effective Date, the relevant Applicable Margin set forth in the table below that corresponds to the applicable average Liquidity for the immediately preceding thirty day period set forth opposite thereto.

| Level | 30 Day Average Liquidity | Applicable Margin in respect of Base Rate Loans | Applicable Margin in respect of LIBOR Rate Loans |
|-------|--|---|--|
| I | Less than \$30,000,000 | 0.75% | 1.75% |
| II | Greater than or equal to \$30,000,000 but less than \$75,000,000 | 0.50% | 1.50% |
| III | Greater than or equal to \$75,000,000 | 0.25% | 1.25% |

(c) Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the Applicable Margin shall be set at Level I set forth in the table above."

(b) The definition of "Cash Equivalents" in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing no more than 2 years from the date of acquisition thereof, (b) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing no more than 2 years from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group or its successor ("S&P") or Moody's Investors Service, Inc. or its successor ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) bonds issued in the United States maturing no more than 2 years from the date of acquisition and, at the time of acquisition, having a rating of at least A- from S&P or at least A3 from Moody's; provided, that (1) any such Permitted Investment in such bonds shall not exceed 10% of a specific bond issuance and (2) Permitted Investments in any specific bond issuance of the type of bonds described in this clause (d) shall not exceed 20% of the Loan Parties' and their Subsidiaries' Permitted Investments in the aggregate, (e) certificates of deposit, time deposits, or bankers' acceptances maturing no more than 2 years from the date of acquisition thereof issued by any bank organized under the Laws of (i) the United States or any state thereof or (ii) a jurisdiction other than the United States but with a presence in the United

States, in each case, having at the date of acquisition thereof combined capital and surplus of not less than \$250,000,000, (f) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (e)(i) above, or (ii) any other bank organized under the Laws of the United States or any state thereof so long as the amount maintained with any such other bank is less than or equal to \$250,000 and is insured by the Federal Deposit Insurance Corporation, (g) Investments in SEC Rule 2a7 eligible money market mutual funds with a rating of at least AAA, and (h) repurchase agreements maturing no more than 2 years from the date of acquisition thereof fully collateralized by any Permitted Investments in the types of assets described in clause (a) above; provided, that the aggregate amount of Permitted Investments in the types of assets described in clauses (a) through (h) above (other than clause (f) above) maturing more than 1 year from the date of acquisition thereof but maturing no more than 2 years from the date of acquisition thereof shall not exceed the greater of (i) \$250,000,000 and (ii) 30% of Cash Equivalents subject to the average weighted maturity of all Cash Equivalents being no greater than 365 days.”

(c) The definition of “Permitted Cash Acquisition” in Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating clause (d) therein in its entirety to read as follows:

“(d) (i) the assets being acquired (other than a *de minimis* amount of assets in relation to the assets being acquired) are located within the United States, Canada or the U.K. or the Person whose Stock is being acquired is organized in a jurisdiction located within the United States, Canada or the U.K., or (ii) if the assets being acquired are located outside the United States, Canada or the U.K. or the Person whose Stock is being acquired is organized in a jurisdiction located outside of the United States, Canada or the U.K., and the Person whose Stock is being acquired does not become a Guarantor, or such assets do not become Collateral, following the proposed Acquisition, the purchase price payable in respect of Acquisitions (including the proposed Acquisition) of the type described in this clause (d)(ii) shall not exceed \$50,000,000 in the aggregate during the term of this Agreement,”

(d) The definition of “U.K. Eligible Accounts” in Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating clause (i) therein in its entirety to read as follows:

“(i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 20% (or, (x) in the case of any of Tesco, GEM and ASDA Stores, LTD, 35%, (y) in the case of Sainsbury’s Supermarket LTD and Amazon EU Sarl, 30%, or (z) in the aggregate for Tesco, GEM and ASDA Stores, LTD, 85%) (such percentage, as applied to a particular Account Debtor, being subject to reduction by 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 Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,”

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(e) The definition of “U.S. Eligible Accounts” in Schedule 1.1 of the Credit Agreement is hereby amended by amending and restating clause (i) therein in its entirety to read as follows:

“(i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 20% (or, (x) in the case of any of Wal-Mart, Microsoft, Sony Computer Entertainment, LLC, Game Stop and Best Buy, 35%, (y) in the case of Target Corp., and Amazon, 30%, or (z) in the aggregate for Wal-Mart, Microsoft, Sony Computer Entertainment, LLC, Game Stop and Best Buy, 85%) (such percentage, as applied to a particular Account Debtor, being subject to reduction by 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 Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,”

(f) The following new definition of “Fifth Amendment” is added in alphabetical order to Schedule 1.1 of the Credit Agreement to read as follows:

“‘Fifth Amendment’ means the Fifth Amendment to Second Amended and Restated Credit Agreement, dated as of February 11, 2016 by and among the Agent, the Lenders and the Loan Parties.”

(g) The following new definition of “Fifth Amendment Effective Date” is added in alphabetical order to Schedule 1.1 of the Credit Agreement to read as follows:

“‘Fifth Amendment Effective Date’ has the meaning specified therefor in Section 3 of the Fifth Amendment.”

(h) Section 2.1(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Subject to the terms and conditions of this Agreement, and during the term of this Agreement, each Lender with a Revolving Commitment agrees (severally, not jointly or jointly and severally to make

(i) U.S. Advances to U.S. Borrowers in an amount at any one time not to exceed such Lender’s Pro Rata Share of an amount equal to *the lesser of* (x) the Maximum Revolver Amount *less* the sum of (1) Letter of Credit Usage at such time *plus* (2) the aggregate principal amount of U.K. Advances outstanding at such time and (y) the U.S. Borrowing Base at such time (it being agreed that the U.S. Borrowing Base shall be deemed to equal to the Maximum Revolver Amount at any time that Liquidity is more than \$300,000,000, until such time as a borrowing base certificate is required to be delivered in accordance with Section 5.2) *less* the Letter of Credit Usage at such time, and

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(ii) U.K. Advances to U.K. Borrower in an amount at any one time outstanding not to exceed such Lender’s Pro Rata Share of an amount equal to *the lesser of* (x) the Maximum Revolver Amount *less* the sum of (1) Letter of Credit Usage at

such time *plus* (2) the aggregate principal amount of U.S. Advances outstanding at such time, and (y) the U.K. Borrowing Base at such time (it being agreed that the U.K. Borrowing Base shall be deemed to equal to the Maximum Revolver Amount at any time that Liquidity is more than \$300,000,000, until such time as a borrowing base certificate is required to be delivered in accordance with Section 5.2).”

(i) Section 2.18(a) of the Credit Agreement is hereby amended by replacing the reference therein to “\$40,000,000” with “\$100,000,000”.

(j) Schedule 5.2 of the Credit Agreement is hereby amended by (x) replacing the reference therein to “provided that (i) Liquidity is less than \$150,000,000 or (ii) there are Advances outstanding” with “provided that Liquidity is less than \$300,000,000” and (y) adding the following additional row at the end of Schedule 5.2 to read as follows:

Weekly; provided that Liquidity is less than \$300,000,000

(w) a detailed report regarding Loan Parties’ and their Subsidiaries’ cash and Cash Equivalents including an indication of which amounts constitute Qualified Cash.

(k) Section 7.14 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“7.14 Intentionally Omitted.”

3. Conditions to Effectiveness. The effectiveness of this Amendment is subject to the fulfillment, in a manner satisfactory to the Agent and the Lenders, of each of the following conditions precedent (the date such conditions are fulfilled or waived by the Agent and the Lenders is hereinafter referred to as the “Fifth Amendment Effective Date”):

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Section 4 of the Credit Agreement and in each other Loan Document and certificate or other writing delivered to the Agent and the Lenders pursuant hereto on or prior to the Fifth Amendment Effective Date shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) after giving effect to this Amendment on and as of the Fifth Amendment Effective Date as though made on and as of such date (except to the extent such representations and warranties expressly relate to an earlier date), and no Default or Event of Default shall have occurred and be continuing on the Fifth Amendment Effective Date or would result from this Amendment becoming effective in accordance with its terms.

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(b) Execution of Amendment. The Agent and the Lenders shall have executed this Amendment and shall have received a counterpart to this Amendment, duly executed by the Borrowers and each Guarantor.

4. Representations and Warranties. Each of the Borrowers and the Guarantors represents and warrants as follows:

(a) The execution, delivery and performance by the Borrowers or such Guarantor of this Amendment (including, without limitation, Section 5) and the performance by the Borrowers or such Guarantor of the Credit Agreement, as amended hereby, have been duly authorized by all necessary action, and the Borrowers or such Guarantor has all requisite power, authority and legal right to execute, deliver and perform this Amendment (including, without limitation, Section 5) and to perform the Credit Agreement, as amended hereby.

(b) This Amendment and the Credit Agreement, as amended hereby, is a legal, valid and binding obligation of the Borrowers or such Guarantor, enforceable against the Borrowers or such Guarantor in accordance with the terms thereof, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors’ rights generally.

(c) The representations and warranties contained in Section 4 of the Credit Agreement are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) after giving effect to this Amendment on and as of the Fifth Amendment Effective Date as though made on and as of the Fifth Amendment Effective Date (except to the extent such representations and warranties expressly relate to an earlier date), and no Event of Default or Default has occurred and is continuing on and as of the Fifth Amendment Effective Date, or would result from this Amendment becoming effective in accordance with its terms.

5. Release. Each of the Borrowers and the Guarantors may have certain Claims against the Released Parties, as those terms are defined below, regarding or relating to the Credit Agreement or the other Loan Documents. The Agent, the Lenders, the Borrowers and the Guarantors desire to resolve each and every one of such Claims in conjunction with the execution of this Amendment and thus each of the Borrowers and the Guarantors makes the releases contained in this Section 5. In consideration of the Agent and the Lenders entering into this Amendment and agreeing to substantial concessions as set forth herein, each of the Borrowers and the Guarantors hereby fully and unconditionally releases and forever discharges each of the Agent and the Lenders, and their respective directors, officers, employees, subsidiaries, branches, affiliates, attorneys, agents, representatives, successors and assigns and all persons, firms, corporations and organizations acting on any of their behalves (collectively, the “Released Parties”), of and from any and all claims, allegations, causes of action, costs or demands and liabilities, of whatever kind or nature, from the beginning of the world to the date on which this Amendment is executed, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, anticipated or unanticipated, which the Borrowers or the Guarantors has, had, claims to have had or hereafter claims to have against the Released Parties

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by reason of any act or omission on the part of the Released Parties, or any of them, occurring prior to the date on which this Amendment is executed, including all such loss or damage of any kind heretofore sustained or that may arise as a consequence of the dealings among the parties up to and including the date on which this Amendment is executed, including the administration or enforcement of the Advances, the Obligations, the Credit Agreement or any of

the Loan Documents (collectively, all of the foregoing, the “Claims”). Each of the Borrowers and the Guarantors represents and warrants that it has no knowledge of any claim by it against the Released Parties or of any facts or acts or omissions of the Released Parties which on the date hereof would be the basis of a claim by the Borrowers or the Guarantors against the Released Parties which is not released hereby. Each of the Borrowers and the Guarantors represents and warrants that the foregoing constitutes a full and complete release of all Claims.

6. Miscellaneous.

(a) Continued Effectiveness of the Credit Agreement. Except as otherwise expressly provided herein, the Credit Agreement and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that on and after the Fifth Amendment Effective Date (i) all references in the Credit Agreement to “this Agreement”, “hereto”, “hereof”, “hereunder” or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended by this Amendment, and (ii) all references in the other Loan Documents to the “Credit Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Credit Agreement shall mean the Credit Agreement as amended by this Amendment. To the extent that the Credit Agreement or any other Loan Document purports to pledge to Agent, or to grant to Agent, a security interest or lien, such pledge or grant is hereby ratified and confirmed in all respects. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as an amendment of any right, power or remedy of the Agent and the Lenders (including the Issuing Lender) under the Credit Agreement or any other Loan Document, nor constitute a waiver or an amendment of any provision of the Credit Agreement or any other Loan Document.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment.

(c) Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(d) Costs and Expenses. The U.S. Borrowers agree to pay on demand all Lender Group Expenses in connection with the preparation, execution and delivery of this Amendment.

(e) Amendment as Loan Document. The Borrowers and each Guarantor hereby acknowledge and agree that this Amendment constitutes a “Loan Document”

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under the Credit Agreement. Accordingly, it shall be an Event of Default under the Credit Agreement if (i) any representation or warranty made by the Borrowers or any Guarantor under or in connection with this Amendment shall have been untrue, false or misleading in any material respect when made, or (ii) the Borrowers or any Guarantor shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(f) Governing Law. This Amendment shall be governed by the laws of the State of New York.

(g) Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[Remainder of this Page Intentionally Left Bank]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

U.S. BORROWERS:

TAKE-TWO INTERACTIVE SOFTWARE,
INC.,
a Delaware corporation

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: EVP & GC

WC HOLDCO, INC.,
a New York corporation

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: VP

U.K. BORROWER:

TAKE-TWO GB LIMITED

a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

GUARANTORS:

2K GAMES, INC.,

a Delaware corporation

2KSPORTS, INC.,

a Delaware corporation

FIRAXIS GAMES, INC.,

a Delaware corporation

FROG CITY SOFTWARE, INC.,

a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: VP

Fifth Amendment to Second Amended and Restated Credit Agreement

2K PLAY, INC.,

a Delaware corporation

INDIE BUILT, INC.,

a Delaware corporation

INVENTORY MANAGEMENT SYSTEMS,

INC.,

a Delaware corporation

KUSH GAMES, INC.,

a California corporation

2K VEGAS, INC.,

a Delaware corporation

TALONSOFT, INC.,

a Delaware corporation

VISUAL CONCEPTS ENTERTAINMENT,

a California corporation

VLM ENTERTAINMENT GROUP, INC.,

a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: VP

Fifth Amendment to Second Amended and Restated Credit Agreement

ROCKSTAR SAN DIEGO, INC.,

a Virginia corporation

IRRATIONAL GAMES, LLC,

a Delaware limited liability company

ROCKSTAR GAMES, INC.,

a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: VP

CAT DADDY GAMES, L.L.C.,

a Washington limited liability company

By: Take-Two Interactive Software, Inc., its
sole member

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson
Title: VP

JOYTECH EUROPE LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

TAKE TWO INTERACTIVE SOFTWARE
EUROPE LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

Fifth Amendment to Second Amended and Restated Credit Agreement

DMA DESIGN HOLDINGS LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

ROCKSTAR LINCOLN LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

ROCKSTAR LEEDS LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

ROCKSTAR LONDON LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

ROCKSTAR NORTH LIMITED
a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

Fifth Amendment to Second Amended and Restated Credit Agreement

ROCKSTAR INTERNATIONAL LIMITED
a company incorporated under the laws of

England and Wales

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

VENOM GAMES LIMITED

a company incorporated under the laws of
England and Wales

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

TAKE TWO INTERNATIONAL GMBH,
a company incorporated under the laws of
Switzerland

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

2K MARIN, INC.,
a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

ROCKSTAR NEW ENGLAND, INC.,
a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: VP

WEAZEL STUDIOS INCORPORATED,
a Delaware corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

2K, INC.,
a New York corporation

By: /s/ Daniel P. Emerson

Name: Daniel P. Emerson

Title: Director

2K GAMES SOUNDS LLC,
a Delaware limited liability company
2K GAMES SONGS LLC,
a Delaware limited liability company
2K GAMES TUNES LLC,
a Delaware limited liability company
ROCKSTAR GAMES SONGS LLC,
a Delaware limited liability company
ROCKSTAR GAMES SOUNDS LLC,
a Delaware limited liability company
ROCKSTAR GAMES TUNES LLC,
a Delaware limited liability company
DOUBLE TAKE LLC,
a Delaware limited liability company
TAKE-TWO HOLDINGS LLC,
a Delaware limited liability company

TAKE-TWO HOLDINGS II LLC,
a Delaware limited liability company

By: Take-Two Interactive Software, Inc., the sole managing member

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: EVP & GC

TAKE-TWO INTERACTIVE SOFTWARE UK LIMITED,
a company incorporated under the laws of England and Wales

By: /s/ Daniel P. Emerson
Name: Daniel P. Emerson
Title: Director

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent and as a Lender

By: /s/ Jason B Searle
Name: Jason B Searle
Title: Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Thomas G. Williams
Name: Thomas G. Williams
Title: Authorized Officer
