

MG01

Particulars of a mortgage or charge



651775/65

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

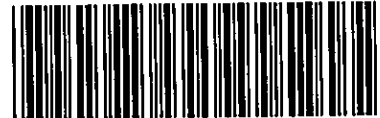
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form particulars of a charge for company. To do this, please use form MG01s

MONDAY



L1CB2BGH

LD3

02/07/2012

#9

COMPANIES HOUSE

1

Company details

Company number 01720832

Company name in full American Golf Discount Centre Limited

(the "Company")

26 For official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d2 d7 m0 m6 y2 y0 y1 y2

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 Debenture (the "Security Agreement")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see continuation sheet C1

Continuation page

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

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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

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

Name The Royal Bank of Scotland plc

Address 5 - 10 Great Tower Street

London

Postcode E C 3 P 3 H X

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see continuation sheet C3

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

Macfarlane LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 Sarah Ward

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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

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| 4 | Amount secured |
|----------------|--|
| Amount secured | <p data-bbox="312 338 1050 371">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="312 394 1493 506">All present and future moneys, obligations and liabilities owed by any Chargor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or pursuant to the Finance Documents (the "Secured Liabilities")</p> <p data-bbox="312 539 1493 763">References to the Secured Liabilities are to be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing</p> <p data-bbox="312 797 1493 909">The Security Agreement secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances</p> <p data-bbox="312 943 555 965">In this Form MG01</p> <p data-bbox="312 999 1493 1055">Additional Chargor means any person which becomes a Chargor by executing a Deed of Accession (as defined in the Security Agreement),</p> <p data-bbox="312 1088 1171 1111">Chargor means an Original Chargor or an Additional Chargor,</p> <p data-bbox="312 1144 1493 1223">Facilities Agreement means the agreement dated 27 June 2012 and made between (among others) the Company and the Security Agent relating to certain loan and other banking facilities,</p> <p data-bbox="312 1256 1493 1312">Finance Parties means the Finance Parties (as such term is defined in the Facilities Agreement),</p> <p data-bbox="312 1346 1493 1402">Finance Documents means the Finance Documents (as such term is defined in the Facilities Agreement),</p> <p data-bbox="312 1435 1385 1458">Lenders the Lenders (as such term is defined in the Facilities Agreement),</p> <p data-bbox="312 1491 1493 1570">Original Chargor the companies whose names, registered numbers and registered offices are set out in schedule 1 to the Security Agreement (including, for the avoidance of doubt, the Company), and</p> <p data-bbox="312 1603 1493 1659">Security Agent means The Royal Bank of Scotland plc as agent and trustee for the Finance Parties</p> <p data-bbox="312 1693 1493 1895">Any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Security Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent</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

Part I - Property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee

- 1 granted to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Charged Properties which are listed in List A below,
- 2 charged to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its
 - 2 1 Charged Properties acquired by it after the date of the Security Agreement,
 - 2 2 Property Interests,
 - 2 3 Equipment,
 - 2 4 Securities,
 - 2 5 Intellectual Property (excluding Trade Marks),
 - 2 6 Trade Marks,
 - 2 7 Debts,
 - 2 8 Accounts,
 - 2 9 Pension Fund Interests,
 - 2 10 Goodwill and Uncalled Capital, and
 - 2 11 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned as described in paragraphs 1 - 4 inclusive,
- 3 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies,
- 4 assigned to the Security Agent (as trustee for the Finance Parties) 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, and
- 5 charged to the Security Agent (as trustee for the Finance Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned as described in paragraphs 1- 4 inclusive above and (b) all its assets situated in Scotland

The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge

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Short particulars

The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Company, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice

Any asset acquired by the Company after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Security Agent confirms in writing to the contrary, be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge

There is excluded from the security created by the Security Agreement referred to in paragraphs 1, 2 1 and 2 2 above any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained For the avoidance of doubt, no Excluded Property shall be excluded from the security created by the Security Agreement referred to in paragraph 5 above Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties)

If the Company acquires any freehold or leasehold property, whether registered or unregistered, (other than any Excluded Leasehold Property) it must, immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other security in the jurisdiction where such property is located as the Security Agent may require)

In this Form MG01

Accounts means all accounts (including any Designated 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 owned, operated or held by the Company or in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time),

Acquisition Agreement the Acquisition Agreement (as such term is defined in the Facilities Agreement),

Administrator means a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage the Company's affairs, business and property,

Assigned Agreements means the Acquisition Agreement,

Capital Value Lease a capital value leasehold interest (being a leasehold interest for which the lessee would expect to receive a capital value on the open market from a third party assignee, transferee or disponent on a Disposal),

Charged Assets means all the assets for the time being subject to the security created by the Security Agreement (and references to the Charged Assets include references to any part of them),

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charged Properties all estates or interests in any leasehold properties which are briefly described in List A below but excluding in each case Excluded Leasehold Properties and all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties at any time hereafter (and from time to time) owned by the Company but excluding in each case Excluded Leasehold Properties,

Debts means all book and other debts, of any kind whatsoever owing or payable to the Company or in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time) 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,

Designated Accounts means each Mandatory Prepayment Account (as defined in the Facilities Agreement),

Disposal an assignment or transfer or other disposition of substantially the whole of the lessee's economic interest in the leasehold property,

Equipment means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property owned by the Company at the date of the Security Agreement or at any time thereafter (and from time to time), and any part thereof, together with the benefit of all contracts and warranties relating to the same excluding, for the avoidance of doubt the stock-in-trade and work-in-progress of the Company at the date of the Security Agreement or at any time thereafter (and from time to time),

Excluded Leasehold Properties all leasehold properties (other than a Capital Value Lease) with a term of less than 30 years unexpired at the date of the acquisition of the lease (whether registered or unregistered) owned by the Company, save where the continued occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of the Company,

Event of Default means an Event of Default (as such term is defined in the Facilities Agreement),

Goodwill means all goodwill of or in the Company at the date of the Security Agreement or at any time thereafter (and from time to time),

Insurance Policies means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time) excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

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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>Intellectual Property means 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, owned or held by the Company or (to the extent of its interest) in which the Company has an interest at the date of the Security Agreement or at any time thereafter (and from time to time),</p> <p>Pension Fund Interests means all interests and rights now or at any time hereafter (and from time to time) owned or held by the Company in relation to any pension fund,</p> <p>Properties means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties owned by the Company at the date of the Security Agreement or at any time thereafter (and from time to time) (including the properties which are briefly described in List A below) but excluding in each case Excluded Leasehold Properties,</p> <p>Property Interests means 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, owned or held by the Company at the date of the Security Agreement or at any time thereafter (and from time to time),</p> <p>Receiver means a person appointed by the Security Agent 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 of the Company,</p> <p>Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) owned by the Company, or in which the Company has an interest, at the date of the Security Agreement or at any time thereafter (and from time to time) 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>Trade Marks all interests in respect of any trade marks, whether registered or unregistered, owned by the Company, or in which the Company has an interest, as at the date of the Security Agreement or at any time thereafter (and from time to time) and any registrations, extensions, renewals or applications for the same,</p> <p>Uncalled Capital means all the uncalled capital of the Company at the date of the Security Agreement or at any time thereafter (and from time to time)</p> | |

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

A reference to any freehold, leasehold or commonhold property includes all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants

List A (Properties owned at date of charge)

The leasehold property known as Queens Park Golf Course, Queens Park Drive, Crewe CW2 7SU registered at the Land Registry with title number CH266748

Part II - Relevant restrictions and covenants

- 1 In the Security Agreement the Company has covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facilities Agreement
 - (a) create or purport to create or permit to subsist any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect other than Permitted Security (as defined in the Facilities Agreement) on or in relation to the Charged Assets, or
 - (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 other than by way of a Permitted Disposal (as defined in the Facilities Agreement)
- 2 In the Security Agreement the Company has undertaken that it shall not, except in accordance with the terms of the Facilities Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
- 3 Under the Security Agreement the Company must, following an Event of Default that is continuing and if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Finance Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
- 4 Under the Security Agreement the Company must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for
 - (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) facilitating the realisation of any Charged Asset,
- (c) exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
- (d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Agreement) over any assets of the Company located in any jurisdiction outside England and Wales

This includes

- (1) the re-execution of the Security Agreement,
- (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
- (111) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1720832
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JUNE 2012
AND CREATED BY AMERICAN GOLF DISCOUNT CENTRE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGOR TO THE FINANCE PARTIES ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 2 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JULY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES