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in black type, or
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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[V] [I]

1720832

Name of company

" AMERICAN GOLF DISCOUNT CENTRE LIMITED (THE "COMPANY")

Date of creation of the charge

27.03.1998

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

LEGAL MORTGAGE (THE "DEED")

Amount secured by the mortgage or charge

1. all present and/or future indebtedness of the Company to National Westminster Bank Plc (the "Bank") on any current and/or other account with interest and bank charges; and
2. all other liabilities whatsoever of the Company to the Bank present future actual and/or contingent; and
3. all costs charges and expenses howsoever incurred by the Bank in relation to the Deed and such indebtedness and/or liabilities on a full indemnity basis and the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement) at the rate payable or deemed to be payable by the Company. Such interest will be calculated and compounded as agreed or in such manner as the Bank may reasonably determine from time to time. The costs and expenses referred to in the Deed include all amounts that the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Deed and recovery of the liabilities secured by it.

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

National Westminster Bank Plc of 74 London Road, Stockton Heath,
Warrington WA4 6HS

Presentor's name address and
reference (if any):

Garretts
Bank House
9 Charlotte Street
Manchester M1 4EU

ARMADILL00001/SMM/SH/GSP

Time critical reference

For official use
Mortgage Section



Short particulars of all the property mortgaged or charged

1. With full title guarantee the Company charged by way of legal mortgage all and every interest in or over the property known as:-
Land and buildings at the Junction of Penistone Road North, Clay Wheels Lane and Beeley Wood Road, Sheffield Registered at HM Land Registry with title numbers SYK262060 and SYK326609 (the "Property")
which the Company has at 27.03.1998 or at any time after that date power so to charge and charges in equity all other interests in the Property and the proceeds of sale thereof and charges to the Bank all moneys to be received under any policy of insurance effected in respect of the Property as a continuing security to the Bank.
2. With full title guarantee the Company charged by way of floating security all moveable plant machinery implements utensils furniture and equipment building and other materials goods and other effects as at 27.03.1998 and from time to time placed on or used in or about the Property.
3. With full title guarantee the Company assigned to the Bank all the goodwill and connection of any business or businesses from time to time carried on in or upon the Property or any part or parts thereof and the full benefit of all licences (which expression includes any registrations) held in connection with such business(es) subject to redemption on payment of all

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Particulars as to commission allowance or discount (note 3)

NONE

Signed

G. Garrett

Date 30 March 1998

On behalf of (company) (mortgagee/chargee) †

† delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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bold block lettering

Company Number

1720832

Name of Company

AMERICAN GOLF DISCOUNT CENTRE LIMITED (THE "COMPANY")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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liabilities secured by the Deed.

SCHEDULE

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NB1: The Company agreed to take out and maintain all necessary licences for the due carrying on of business(es) at the Property and not to do or suffer to be done any act matter or thing whereby any such licences may be lost or not renewed. The Company consented to the making of any protection order in respect of the Property or any part or parts thereof to such person or persons as the Bank or any receiver appointed under the Deed may specify and/or the transfer of any such licence as aforesaid and agreed that the Deed may be produced (and shall be admissible) as evidence of such consent.

NB2: The Company agreed to keep the Property in a good state of repair and condition and to keep it insured against such risks and with such office and for such amounts as the Bank may from time to time approve.

NB3: Section 103 of the Law of Property Act 1925 does not apply to the security created by the Deed and the statutory power of sale and other powers are exercisable at any time after demand.

NB4: To the extent that the charge created by the Deed which is described in 2. above is ineffective and in the event that the Bank takes possession of the Property, the Bank is authorised as an agent of the Company to remove store sell or otherwise deal with any furniture or goods whatsoever which the Company fails or refuses to remove from the Property within seven days of being requested so to do by notice from the Bank.

NB5: The Company has agreed not to exercise the statutory powers of leasing or of accepting surrenders of leases conferred on mortgagors and not to part with possession of the Property or any part thereof and not to confer upon any person firm company or body whatsoever any licence right or interest to occupy the Property or any part thereof without the consent in writing of the Bank but the Bank may grant or accept surrenders of leases without restriction.

NB6: The Company irrevocably appointed the Bank and any receiver as agents and attorneys. The powers of attorney given pursuant to the Deed are expressed to be given by way of security. The powers conferred by the Deed may also be exercised by any substitute or delegate appointed in writing by the Bank or any receiver or by any attorney of any of them or by any substitute or delegate appointed in writing by any such attorney for and in the name and on the behalf of the Company the receiver or the Bank as the case may be.

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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 01720832

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 27th MARCH 1998 AND CREATED BY AMERICAN GOLF DISCOUNT CENTRE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MARCH 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st APRIL 1998.

A handwritten signature in ink, appearing to be 'G. J. Jones', written over a circular stamp.

for the Registrar of Companies

A handwritten signature in ink, appearing to be 'G. J. Jones', written vertically.



C O M P A N I E S H O U S E