

GOLFSMITH INTERNATIONAL HOLDINGS INC
Form S-4
November 08, 2002

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON NOVEMBER 8, 2002

REGISTRATION NO. 333-

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GOLFSMITH INTERNATIONAL, INC.
As Issuer and Registrant of Debt
Securities

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

22-1957337
(I.R.S. Employer Identification No.)

5940
(Primary Standard Industrial
Classification Code Number)

SUBSIDIARY GUARANTORS LISTED ON SCHEDULE A HERETO
(Exact name of registrants as specified in their charters)

11000 N. IH-35
AUSTIN, TEXAS 78753-3195
(512) 837-8810
(Address, including zip code, and telephone number, including area code,
of registrants' principal executive offices)

JAMES D. THOMPSON
CHIEF EXECUTIVE OFFICER AND PRESIDENT
GOLFSMITH INTERNATIONAL, INC.
11000 N. IH-35
AUSTIN, TEXAS 78753-3195
(512) 837-8810
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

WITH A COPY TO:
MARY A. BERNARD
TRACY KIMMEL
KING & SPALDING
1185 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-4003
(212) 556-2100

GOLFSMITH INTERNATIONAL HOLDINGS INC
As Registrant

(State or Other Jurisdiction of
Incorporation or Organization)

(I.R.S. Employer Identification No.)

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 APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED EXCHANGE OFFER: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. []

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

CALCULATION OF REGISTRATION FEE

TITLE OF CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT (1)	PROPOSED AGGREGATE OFFERING
8.375% Senior Secured Notes Due 2009.....	\$93,750,000	80%	\$75,
Guarantees of 8.375% Senior Secured Notes Due 2009.....	--	--	

- (1) Estimated solely for the purpose of computing the registration fee based upon the book value of the notes as of November 8, 2002, in the absence of a market for them, in accordance with Rule 457(f) (2) under the Securities Act of 1933.
- (2) Pursuant to rule 457(n), no additional registration fee is payable with respect to the guarantees.

THE REGISTRANTS HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANTS SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

SCHEDULE A

STATE OR OTHER JURISDICTION OF I.R.S. EMPLOYER

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SUBSIDIARY GUARANTORS	INCORPORATION OR ORGANIZATION	IDENTIFICATION NO.
-----	-----	-----
Golfsmith GP Holdings, Inc.	Delaware	74-2882421
Golfsmith Holdings, L.P.	Delaware	74-2882420
Golfsmith GP, L.L.C.	Delaware	74-2882412
Golfsmith Delaware, L.L.C.	Delaware	74-2882419
Golfsmith Canada, L.L.C.	Delaware	74-2882407
Golfsmith Europe, L.L.C.	Delaware	74-2882408
Golfsmith USA, L.L.C.	Delaware	74-2882405
Golfsmith NU, L.L.C.	Delaware	74-2882404
Golfsmith Licensing, L.L.C.	Delaware	N/A
Golfsmith International, L.P.	Delaware	74-2864257

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT OFFER THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED NOVEMBER __ , 2002
GOLFSMITH INTERNATIONAL, INC.

OFFER TO EXCHANGE

\$93,750,000

8.375% SENIOR SECURED NOTES DUE 2009
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

FOR

ALL OUTSTANDING UNREGISTERED
8.375% SENIOR SECURED NOTES DUE 2009

THE REGISTERED NOTES

- The terms of the new notes are substantially identical to the old notes, except that the new notes will be freely tradable.
- We will pay interest on the new notes at an annual rate of 8.375%. Interest on the new notes is payable on March 1 and September 1 of each year, beginning March 1, 2003.
- The new notes will be senior secured obligations and will rank equally with all of our other senior indebtedness.
- The information in this prospectus is not complete and may be changed. We may not offer these securities until the Registration Statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted. The new notes will mature on October 15, 2009.
- Our senior credit facility and the related guarantees are secured by a first priority lien on substantially all of our assets, the assets of our parent (including our common stock) and the assets of our subsidiaries, other than real property, fixtures, equipment and proceeds thereof. The new notes and the related guarantees will be secured by a first priority lien on real property, fixtures, equipment and the proceeds thereof and a second priority lien on

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substantially all other assets.

- We may redeem some or all of the new notes at any time prior to October 15, 2006 at a make-whole redemption price. On or after October 15, 2006, we may, at our option, redeem some or all of the new notes at a redemption price that will decrease ratably from 106.50% of accreted value to 100.00% of accreted value on October 15, 2008, in all cases plus accrued and unpaid interest. Prior to October 15, 2005, we may redeem on one or more occasions new notes and old notes, if any outstanding, in an amount equal to up to 35% in the aggregate of the principal amount at maturity of the notes originally issued at a redemption price equal to 113% of accreted value plus accrued and unpaid interest with the proceeds of certain equity offerings.
- On October 15, 2007 and October 15, 2008, we must make a partial pro rata redemption of 20% and 10% (which percentages are subject to reduction as described in this prospectus), respectively, of the principal amount at maturity of each new note, plus accrued and unpaid interest to the redemption date. These redemption requirements may be reduced by the aggregate principal amount at maturity of any notes we have previously repurchased pursuant to excess cash flow offers.
- Within 120 days after the end of each fiscal year and beginning after the first full fiscal year, we must offer to repurchase a portion of the notes at 100% of their accreted value with 50% of our excess cash flow.
- If we experience a change of control, we must give holders of the new notes the opportunity to sell to us their new notes at 101% of their accreted value plus accrued and unpaid interest.
- If we sell assets, we may have to offer to use the proceeds to repurchase new notes at 100% of their accreted value plus accrued and unpaid interest.
- All of our existing and future domestic restricted subsidiaries and our parent company will guarantee the new notes on a senior secured basis.

THE EXCHANGE OFFER

- The exchange offer will expire at 5:00 p.m. New York City time, on _____, 2002, unless extended.
- The exchange offer is not subject to any conditions other than that the exchange offer not violate applicable law or any applicable interpretation of the staff of the SEC.
- All old notes that are validly tendered and not validly withdrawn will be exchanged.
- Tenders of old notes may be withdrawn at any time before the expiration of the exchange offer.

SEE "RISK FACTORS" BEGINNING ON PAGE 12 FOR A DISCUSSION OF THE FACTORS THAT YOU SHOULD CONSIDER IN CONNECTION WITH THE EXCHANGE OFFER AND AN EXCHANGE OF OLD NOTES FOR NEW NOTES.

NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED THAT THIS PROSPECTUS IS ACCURATE OR COMPLETE OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is _____, 2002.

TABLE OF CONTENTS

Where You Can Find More Information.....	i
Market Share, Ranking and Other Industry Data.....	ii
Summary.....	1
Risk Factors.....	12
Forward-Looking Statements.....	25
Use of Proceeds.....	27
Capitalization.....	28
The Exchange Offer.....	29
Unaudited Pro Forma Combined Condensed Financial Statements.....	38
Selected Consolidated Financial Data.....	46
Management's Discussion and Analysis of Financial Condition and Results of Operations.....	48
Business.....	58
Management.....	67
Principal Stockholders.....	73
Related Party Transactions.....	75
Description of Senior Credit Facility.....	78
Description of the New Notes.....	79
Certain United States Federal Income Tax Consequences.....	125
Plan of Distribution.....	129
Legal Matters.....	129
Experts.....	129
Index to Consolidated Financial Statements.....	F-1

EACH BROKER-DEALER THAT RECEIVES NEW NOTES FOR ITS OWN ACCOUNT PURSUANT TO THE EXCHANGE OFFER MUST ACKNOWLEDGE THAT IT WILL DELIVER A PROSPECTUS IN CONNECTION WITH ANY RESALE OF THE NEW NOTES. THE LETTER OF TRANSMITTAL STATES THAT BY SO ACKNOWLEDGING AND BY DELIVERING A PROSPECTUS, A BROKER-DEALER WILL NOT BE DEEMED TO ADMIT THAT IT IS AN "UNDERWRITER" WITHIN THE MEANING OF THE SECURITIES ACT OF 1933, AS AMENDED, WHICH WE REFER TO AS THE SECURITIES ACT. THIS PROSPECTUS, AS IT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, MAY BE USED BY A BROKER-DEALER IN CONNECTION WITH REALES OF NEW NOTES RECEIVED IN EXCHANGE FOR OLD NOTES WHERE THE OLD NOTES WERE ACQUIRED BY THE BROKER-DEALER AS A RESULT OF MARKET-MAKING ACTIVITIES OR OTHER TRADING ACTIVITIES. WE HAVE AGREED THAT, FOR A PERIOD OF UP TO 180 DAYS AFTER THE EXPIRATION OF THE EXCHANGE OFFER, WE WILL MAKE THIS PROSPECTUS AVAILABLE TO ANY BROKER-DEALER FOR USE IN CONNECTION WITH ANY SUCH RESALE. SEE "PLAN OF DISTRIBUTION."

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-4 under the Securities Act with respect to our offering of the new notes. This prospectus does not contain all the information included in the registration statement and the exhibits and schedules thereto. You will find additional information about us and the new notes in the registration statement. The registration statement and the exhibits and schedules thereto will be available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file with the SEC at its public reference facilities at 450 Fifth Street, N. W., Washington, D. C. 20549, 233 Broadway, New York, New York 10279 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. You can also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D. C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the

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public reference facilities. Statements made in this prospectus about legal documents may not necessarily be complete and you should read the documents which are filed as exhibits to the registration statement or otherwise filed with the SEC.

i

You may also request a copy of these filings at no cost, by writing or calling us at the following address:

Golfsmith International, Inc.
11000 N. IH-35
Austin, Texas 78753-3195
(512) 837-8810
Attention: Chief Executive Officer

TO OBTAIN TIMELY DELIVERY OF THIS INFORMATION, YOU MUST REQUEST IT NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE _____, 2002, THE EXPIRATION DATE OF THE EXCHANGE OFFER.

In addition, while any notes remain outstanding, we will make available, upon request, to any holder and any prospective purchaser of notes the information required pursuant to Rule 144A(d)(4) under the Securities Act during any period in which we are not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934.

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. NEITHER WE NOR ANY OF THE GUARANTORS HAVE AUTHORIZED ANYONE ELSE TO PROVIDE YOU WITH ADDITIONAL OR DIFFERENT INFORMATION. WE ARE ONLY OFFERING TO EXCHANGE THE OLD NOTES FOR NEW NOTES IN STATES WHERE THE OFFER IS PERMITTED. YOU SHOULD NOT ASSUME THAT THE INFORMATION IN THIS PROSPECTUS IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE ON THE FRONT OF THIS DOCUMENT.

MARKET SHARE, RANKING AND OTHER INDUSTRY DATA

The market share, ranking and other industry data contained in this prospectus are based either on our estimates or derived from industry data or third-party sources and, in each case, we believe these estimates are reasonable as of the date of this prospectus. However, market share data is subject to change and cannot always be verified due to limits on the availability and reliability of independent sources, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey of market shares. In addition, purchasing patterns and consumer preferences can and do change. As a result, you should be aware that market share, ranking and other similar data set forth herein, and estimates and beliefs based on such data, may not be accurate.

ii

SUMMARY

The following summary is qualified in its entirety by the more detailed information included elsewhere in this prospectus. Because this is a summary, it may not contain all of the information that may be important to you. You should read this prospectus carefully before making an investment decision. On October 15, 2002, we were acquired by a subsidiary of Atlantic Equity Partners III, L.P. in a merger transaction described below under "-- The Merger." Unless the context requires otherwise, references in this prospectus to (1) "Golfsmith," "our company," "we," "our," "us" and similar expressions refer to Golfsmith International, Inc., a Delaware corporation, and its consolidated subsidiaries and (2) "Holdings" refers to Golfsmith International Holdings, Inc., a Delaware

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corporation, which became our parent company upon completion of the merger. As used herein, references to any "fiscal" year of our company refer to our fiscal year ended or ending on the Saturday closest to December 31 of such year.

THE COMPANY

OVERVIEW

We believe we are one of the largest, multi-channel, specialty retailers of golf equipment and related accessories in the industry and are an established designer and marketer of golf equipment. We have a 35-year history as a retailer in the golf industry. We offer equipment from leading manufacturers, including Callaway(R), Cobra(R), FootJoy(R), Nike(R), Ping(R), Taylor Made(R) and Titleist(R). In addition, we offer our own proprietary brands, including Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R). We market our products through 24 superstores as well as through our direct-to-consumer channel, which includes our clubmaking and accessory catalogs and our Internet site. For fiscal 2001 and the six months ended June 29, 2002, we generated net revenues of \$229.2 million and \$119.6 million, respectively.

We offer a complete line of golf equipment and related accessories through multiple distribution channels:

Superstores. We opened our first golf superstore in 1992 and currently operate 24 superstores. These stores range in size from approximately 11,000 to 30,000 square feet. Our superstores feature a wide selection of golf equipment from substantially all of the major name brand manufacturers. Our superstore format enables us to provide customers a superior shopping experience and a wide selection of golf products. Our superstores accounted for approximately 56.9% and 55.3% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

Direct-to-Consumer. Our principal publications are the Golfsmith Accessory Catalog and the Golfsmith Clubmaking Catalog. We leverage our sizable catalog business through our website, www.golfsmith.com. Through our direct-to-consumer distribution channels, we provide customers our extensive offering of products, including equipment, apparel, accessories and clubmaking components and tools. Our direct-to-consumer channels accounted for approximately 40.3% and 41.5% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

In 1993, we partnered with Austin native and well-known golf instructor, the late Harvey Penick, to form the Harvey Penick Golf Academy. The academy earned a spot in GOLF Magazine's listing of golf's top 25 instructional schools in 1999 and has attracted over 15,000 students since its inception. We believe the academy adds to our quality image and helps contribute to sales at our adjacent Austin superstore. We believe that the strength of the Harvey Penick name and the academy's strong reputation could allow us to open additional Harvey Penick Golf Academies although we do not currently have plans to open any new academies. The academy accounted for approximately 0.5% and 0.6% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

We work with a group of international distributors to offer golf club components and equipment to clubmakers and golfers in selected regions outside the United States. In the United Kingdom, we sell our proprietary branded equipment through a commissioned sales force directly to retailers. Throughout most of Europe and parts of Asia and other parts of the world, we sell our products through a network of distributors.

In fiscal 2001, we shipped products to customers, including through our

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direct-to-consumer channel, in more than 60 countries. Sales made through our international distributors and our distribution center near London accounted for approximately 2.2% and 2.6% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

INDUSTRY OVERVIEW

The golf industry has a base of over 26 million participants in the United States and is expected to grow steadily at 1% to 2% annually over the next ten years. In addition to stability and growth, the golf industry is characterized by a base of core participants and favorable demographic trends. The typical golfer is male, just over 40 years old, has a household income of more than \$70,000, and plays 22 rounds of golf per year. As the typical golfer ages and has more time and disposable income, the golf retailing industry is poised to benefit. This consumer base of over 26 million mostly affluent golfers spends approximately \$6 billion annually on golf products, including range balls. In addition, there are a number of trends indicating that the golf industry will continue to grow through the next decade, including growth of the two largest segments of the American population, the 40 to 60 year old age group (the group that generally plays the most rounds and spends the most money on golf) and people in their 20s (the age when many people start playing golf), and increased interest in golf by women, junior and minority golfers.

The retail infrastructure in the golf industry is highly fragmented. The leading retail channel for golf equipment, apparel and accessories is the specialty off-course distribution channel, which includes Golfsmith, other large golf-focused retailers and golf specialty shops not located at a golf course. The specialty off-course channel accounts for over 40% of all retail golf sales in 2000.

BUSINESS STRENGTHS

Multi-Channel Market Leadership. We use a multi-faceted marketing strategy, which leverages our established position in the golf industry. Our distribution channels consist of our 24 superstores and our direct-to-consumer channel, which includes our clubmaking and accessory catalogs and our Internet site. This approach allows for strong sales due to the complementary nature of our channels and higher margins as we leverage our overhead and infrastructure across both channels. In addition, we believe our own high margin, vertically-integrated, proprietary product brands, Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R), benefit from traffic created by third-party manufacturers marketing their brand name golf equipment that we sell and the general marketing of our stores, catalogs, website and instructional golf academy.

Premier Brand Recognition. Through 35 years of operations serving the golf industry and our multiple distribution channels, we believe we have built substantial brand equity with golfers ranging from golfers who build custom clubs to golfers who seek to improve their games through the major brands' latest equipment offerings. We have a long history in product development and design of golf club components. In addition, through our regular interaction with clubmakers, we believe we stay attuned to new developments in club design and player specifications.

Portfolio of Proprietary Brands. Sales of our proprietary brands, including components, constituted over 20% of our net revenues in fiscal 2001. These brands generate substantially higher gross profit margins than products we sell that are produced by other manufacturers. We offer a wide range of quality products under several different well known brand names, which allows us to supply beginning, casual and advanced players along various price points. In addition to being an attractive source of revenue and profits, we believe that our portfolio of vertically-integrated, proprietary brands enhances the appeal

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of our superstores and direct-to-consumer channels and differentiates us from our competitors.

Advanced Infrastructure. We have made significant investments in our information systems and supply-chain capabilities, which have improved the efficiency of our order fulfillment and inventory management capabilities. Our 240,000 square foot shipping facility, warehouse and distribution center at our Austin, Texas-based headquarters supports our existing network of superstores, catalog and Internet customers and should enable us to handle our expected growth with minimal additional infrastructure. Through our implementation of an ERP information system in fiscal 2000, we improved reporting, reduced our inventory levels by 29% from

2

the year end of fiscal 1999 to the year end of fiscal 2001, and reduced order processing costs, payroll, and corporate overhead. The lower inventory levels are the result of our ability to better manage inventory at our distribution center and our retail stores.

Proven Management Team with a Significant Equity Stake; Relationship with First Atlantic. We have a strong management team that combines in-depth knowledge of the golf industry with substantial large-store retailing experience. Our senior management team has an average of over 15 years of industry experience and an average tenure with us of over 14 years. Jim Thompson is our chief executive officer. Mr. Thompson and his management team have had responsibility for many of our day-to-day operations over the last few years. Messrs. Carl Paul and Franklin Paul, our founders, along with our management team, own approximately 20.1% of Holdings' common stock on a fully diluted basis and Atlantic Equity Partners III, L.P., a limited partnership operated by First Atlantic Capital Ltd., owns approximately 79.2% of Holdings' common stock on a fully diluted basis. In connection with the merger, we entered into a management consulting agreement with First Atlantic. Under the agreement, First Atlantic is available to advise us in connection with proposed financial transactions, acquisitions and other senior management matters. The management consulting agreement is more fully described under "Related Party Transactions -- Management Consulting Agreement."

Significant Expansion Opportunities. We intend to expand and open additional stores. Based on our experience to date, we expect to spend approximately \$1.2 million to open each additional superstore. In addition to internal growth opportunities, we believe that as the golf industry continues to divide into premium brands and secondary brands, we will have opportunities to acquire companies and market selected brands through our retail distribution network. From time to time, we evaluate opportunities to make acquisitions in our industry. We believe that by controlling certain product offerings from conception through delivery to the customer, we control brand image, product differentiation, distribution, prices and margins, and in so doing, establish an advantage over our competitors.

BUSINESS STRATEGY

The primary objectives of our business plan are:

- to expand our store base by adding stores in existing or new markets;
- to leverage our existing infrastructure, scale, proprietary brands and multi-channel distribution model to increase market share;
- to modify certain larger stores and open new stores using a smaller, more productive layout that increases our profitability and lowers per-store capital investments, while continuing to provide customers with value,

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product selection, services and a superior shopping environment;

- to capture market segments that are under-served by major brands through the design and development of proprietary equipment; and
- to expand our direct-to-consumer distribution channel by improving customer acquisition and retention initiatives, and by offering an enjoyable on-line shopping experience to our customers.

THE MERGER

On October 15, 2002, BGA Acquisition Corp., a wholly owned subsidiary of Golfsmith International Holdings, Inc., merged with and into Golfsmith International, Inc. Golfsmith is the surviving corporation and is a wholly owned subsidiary of Holdings as a result of the merger. The aggregate purchase price paid in connection with the merger was approximately \$124.5 million, which included the payment of \$100.8 million in cash and \$12.8 million in equity securities (subject to a possible post-closing adjustment) to our stockholders prior to the merger, \$8.0 million paid to repurchase a minority interest in one of our subsidiaries and the repayment of \$34.3 million of existing indebtedness less \$31.4 million of existing cash as of June 29, 2002. The merger was closed simultaneously with the issuance of the old notes and the closing of our new senior credit facility. For more information about the purchase price and the other terms of the merger

3

generally, you should read the description of the merger agreement contained under the caption "Related Party Transactions -- Merger Agreement."

Holdings was formed by Atlantic Equity Partners III, L.P., a limited partnership operated by First Atlantic Capital Ltd. First Atlantic is a private equity investment firm. Holdings was formed solely for the purpose of completing the merger and had no operations, assets or properties prior to the merger. In connection with the merger, Atlantic Equity Partners III contributed \$48.7 million in equity and owns approximately 79.2% of Holdings' common stock on a fully diluted basis. Our stockholders prior to the merger, including members of our management, own in the aggregate 20.8% of Holdings' common stock on a fully diluted basis. In connection with the merger, we entered into a management consulting agreement with First Atlantic, and all of our stockholders, including members of our management, entered into a stockholders agreement and certain other contractual arrangements with First Atlantic as described under "Related Party Transactions."

We were incorporated in Texas in 1973 and reincorporated in Delaware in 1998. Our principal offices are located at 11000 N. IH-35, Austin, Texas 78753-3195. Our telephone number is (512) 837-8810. Our website address is www.golfsmith.com. Information on our website does not constitute part of this prospectus.

4

THE EXCHANGE OFFER

On October 15, 2002, we completed the offering of \$93,750,000 aggregate principal amount at maturity of our 8.375% senior secured notes due 2009 in a transaction exempt from registration under the Securities Act. The net proceeds of the offering were used to finance the merger. In connection with the

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offering, we and the guarantors entered into a registration rights agreement with the initial purchaser of the old notes in which we agreed to commence this exchange offer. Accordingly, you may exchange your old notes for new notes which have substantially the same terms. We refer to the old notes and the new notes together as the notes. The following summary of the exchange offer is not intended to be complete. For a more complete description of the terms of the exchange offer, see "The Exchange Offer" in this prospectus.

Securities Offered.....	\$93,750,000 aggregate principal amount at maturity of our 8.375% senior secured notes due 2009, registered under the Securities Act. The terms of the new notes offered in the exchange offer are substantially identical to those of the old notes, except that the transfer restrictions, registration rights and penalty interest provisions relating to the old notes do not apply to the new notes.
The Exchange Offer.....	We are offering new notes in exchange for a like principal amount of our old notes. We are offering these new notes to satisfy our obligations under a registration rights agreement which we entered into with the initial purchaser of the old notes. You may tender your outstanding notes for exchange by following the procedures described under the heading "The Exchange Offer."
Expiration Date; Tenders; Withdrawal.....	The exchange offer will expire at 5:00 p.m., New York City time, on _____, 2002, unless we extend it. You may withdraw any old notes that you tender for exchange at any time prior to the expiration date of this exchange offer. We will accept any and all old notes validly tendered and not validly withdrawn before the expiration date. See "The Exchange Offer -- Procedures for Tendering Old Notes" and "-- Withdrawals of Tenders of Old Notes" for a more complete description of the tender and withdrawal period.
Certain United States Federal Income Tax Consequences.....	Your exchange of old notes for new notes to be issued in the exchange offer will not result in any gain or loss to you for United States federal income tax purposes. See "Certain United States Federal Income Tax Consequences" for a summary of United States federal income tax consequences associated with the exchange of old notes for new notes and the ownership and disposition of those new notes.
Use of Proceeds.....	We will not receive any cash proceeds from the exchange offer.
Exchange Agent.....	U.S. Bank Trust National Association.
Shelf Registration.....	If applicable interpretations of the staff of the SEC do not permit us to effect the exchange offer, or upon the request of any holder of old notes under certain circumstances, we will be

required to file, and use our reasonable best efforts to cause to become effective, a shelf registration statement under the Securities Act which would cover resales of old notes. See "Description of the New Notes -- Exchange Offer; Registration Rights."

5

Consequences of Your Failure
to Exchange Your Old Notes....

Old notes that are not exchanged in the exchange offer will continue to be subject to the restrictions on transfer that are described in the legend on the old notes. In general, you may offer or sell your old notes only if they are registered under, or offered or sold under an exemption from, the Securities Act and applicable state securities laws. We do not currently intend to register the old notes under the Securities Act. If your old notes are not tendered and accepted in the exchange offer, it may become more difficult for you to sell or transfer your old notes.

Consequences of Exchanging
Your Old Notes.....

Based on interpretations of the staff of the SEC, we believe that you will be allowed to resell the new notes that we issue in the exchange offer without complying with the registration and prospectus delivery requirements of the Securities Act if:

- you are acquiring the new notes in the ordinary course of your business,
- you are not engaging in and do not intend to engage in a distribution of the new notes,
- you have no arrangement or understanding with any person to participate in the distribution of the new notes, and
- you are not an "affiliate," as defined in Rule 405 under the Securities Act, of us or any of the guarantors.

If any of these conditions are not satisfied and you transfer any new notes issued to you in the exchange offer without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We will not be responsible for, or indemnify you against, any liability you incur.

If you are a broker-dealer and you will receive new notes for your own account in exchange for old notes that you acquired as a result of market-making activities or other trading activities, you will be required to acknowledge

that you will deliver a prospectus in connection with any resale of the new notes. See "Plan of Distribution" for a description of the prospectus delivery obligations of broker-dealers in the exchange offer.

THE NEW NOTES

The following summary is not intended to be complete. For a more complete description of the terms of the new notes, see "Description of the New Notes" in this prospectus.

Issuer.....	Golfsmith International, Inc.
Securities Offered.....	\$93,750,000 aggregate principal amount of our 8.375% senior secured notes due 2009.
Issue Price.....	The old notes were issued at an issue price of \$800 per note. Each note will have a principal amount at maturity of \$1,000.
Maturity Date.....	October 15, 2009.
Interest Rate and Payment Dates.....	We will pay interest on the new notes at a rate equal to 8.375% per year. Interest on the new notes will be payable semi-annually in cash in arrears on March 1 and September 1 of each year, beginning on March 1, 2003.
Original Issue Discount.....	The new notes will be issued with original issue discount (that is, the difference between the stated principal amount at maturity and the issue price of the notes) for federal income tax purposes. Thus, original issue discount will accrue from the issue date and be included as interest income periodically in a holder's gross income for federal income tax purposes in advance of receipt of the cash payments to which the income is attributable. See "Certain United States Federal Income Tax Consequences."
Guarantees.....	Holdings, our parent company, will guarantee the new notes on a senior secured basis. In addition, all of our domestic restricted subsidiaries will guarantee the new notes on a senior secured basis. If we are unable to make payments on the new notes when they are due, Holdings and our subsidiary guarantors will be obligated to make them instead.
Security Interest.....	The new notes will be secured by a first priority lien on our real property, fixtures, equipment and proceeds thereof and a second priority lien on substantially all of our other assets (including stock of subsidiaries), and each guarantee will be secured by a first priority lien on the real property, fixtures, equipment and proceeds thereof of the relevant

guarantor and a second priority lien on substantially all of the other assets (including stock of subsidiaries) of such guarantor. Our senior credit facility is secured by a first priority lien on substantially all of the assets of the borrowers and the guarantors under the senior credit facility, including stock of their respective subsidiaries (including all of our stock) but excluding real property, fixtures, equipment and proceeds thereof.

Ranking..... The new notes will be senior secured obligations and will rank equal in right of payment with all of our existing and future senior indebtedness. The guarantees will be senior secured obligations of Holdings and the subsidiary guarantors and will rank equal in right of payment with all of their respective existing and future senior indebtedness. As of October 31, 2002, other than the old notes and the subsidiary guarantees, none of Holdings, our company or our subsidiary guarantors have any indebtedness outstanding. However, we have \$9.5 million of borrowing availability (after giving effect to

7

required reserves of \$500,000), subject to customary conditions, under our senior credit facility, which, if borrowed, would be senior indebtedness.

Optional Make-Whole
Redemption..... We may, at our option, redeem some or all of the new notes at any time prior to October 15, 2006 by paying the greater of (1) 100% of the accreted value of the new notes and (2) the sum of the present values of 106.5% of the accreted value of the new notes plus scheduled interest payments on the new notes through and including October 15, 2006, discounted to the redemption date on a semi-annual basis at the adjusted treasury rate plus 50 basis points, plus accrued and unpaid interest to the redemption date.

Optional Redemption..... On or after October 15, 2006, we may redeem all or a portion of the new notes at our option at the redemption prices described under "Description of the New Notes -- Redemption -- Optional Redemption on or After October 15, 2006."

Equity Offering Optional
Redemption..... Prior to October 15, 2005, we may redeem on one or more occasions new notes and old notes, if any outstanding, in an amount equal to up to 35% in the aggregate of the principal amount at maturity of the notes originally issued at 113% of the accreted value of the notes being

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redeemed plus accrued and unpaid interest, if any, to the redemption date with the net cash proceeds realized by us from any equity offering.

Mandatory Redemption..... We must make a partial pro rata redemption of a portion of the original principal amount at maturity of each new note according to the following schedule:

DATE	PERCENTAGE PRINCIPAL
----	-----
October 15, 2007.....	20%
October 15, 2008.....	10%

In addition, we must pay accrued and unpaid interest on the principal amount of new notes redeemed to the redemption date.

If we issue additional notes after the issue date, these percentages will be reduced by multiplying the relevant percentage by a fraction, the numerator of which is the principal amount at maturity of notes issued on the issue date and the denominator of which is the sum of the principal amount at maturity of such notes and the principal amount at maturity of any additional notes issued under the indenture.

However, the principal amount at maturity of notes we must redeem on the dates set forth above will be reduced by the aggregate principal amount at maturity of notes we have previously repurchased pursuant to the excess cash flow offers, as described below.

Excess Cash Flow Offer..... Within 120 days after the end of each fiscal year (beginning 120 days after the end of fiscal 2003), we must offer to repurchase a portion of the notes at 100% of their accreted value with 50% of our excess cash flow from our previous fiscal year. The indenture governing the new notes defines excess cash flow as EBITDA less

8

certain capital expenditures, increases in working capital, cash interest expense and income taxes.

Change of Control Offer..... If we experience a change of control, each holder of new notes will have the right to sell us all or a portion of its new notes at 101% of the accreted value of the new notes, plus

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accrued and unpaid interest, if any, to the date of purchase.

Asset Sale Offers..... If we do not reinvest the proceeds from the sale of assets in our business, we may have to use the proceeds to offer to repurchase new notes at 100% of the accreted value of the new notes, plus accrued and unpaid interest, if any, to the date of purchase.

Restrictive Covenants..... The indenture governing the new notes contains covenants that, among other things, limit our ability to:

- incur additional indebtedness or issue disqualified capital stock;
- pay dividends or make other restricted payments;
- issue capital stock of certain subsidiaries;
- make capital expenditures;
- enter into transactions with affiliates;
- enter into sale/leaseback transactions;
- create or incur liens;
- transfer or sell assets;
- incur dividend or other payment restrictions affecting certain subsidiaries; and
- consummate a merger, consolidation or sale of all or substantially all of our assets.

These covenants are subject to a number of important exceptions described below in "Description of the New Notes -- Certain Covenants."

RISK FACTORS

Before deciding to tender your old notes in exchange for new notes pursuant to the exchange offer, you should consider carefully the information included in the "Risk Factors" section, as well as all other information set forth in this prospectus.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following summary consolidated financial data for fiscal 1999, 2000 and 2001 have been derived from the audited consolidated financial statements of Golfsmith International, Inc., which have been audited by Ernst & Young LLP. The summary financial data for the six months ended June 30, 2001 and June 29, 2002 have been derived from the unaudited financial statements of Golfsmith

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International, Inc. and, in our opinion, reflect all adjustments, consisting of normal accruals, necessary for a fair presentation of the data for that period. Golfsmith International Holdings, Inc. became the parent company of Golfsmith International, Inc. on October 15, 2002 as a result of the merger. Holdings is a holding company and had no material assets or operations prior to acquiring all of the capital stock of Golfsmith International, Inc. in the merger. Our results of operations for the six months ended June 29, 2002 may not be indicative of results that may be expected for the fiscal year. The following summary pro forma balance sheet data give effect to the offering of the old notes and the merger as if they occurred as of June 29, 2002.

The other financial data set forth below include calculations of EBITDA. EBITDA is not a measure of operating results or cash flows, as determined in accordance with generally accepted accounting principles. Please see footnote (2) below for further discussion of this measure.

You should read the information set forth below in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations", the consolidated financial statements and related notes and "Unaudited Pro Forma Combined Condensed Financial Statements" included elsewhere in this prospectus.

	FISCAL YEAR			SIX MONTHS ENDED	
	1999	2000	2001	JUNE 30, 2001	JUNE 29, 2002
	(DOLLARS IN THOUSANDS, EXCEPT RATIOS)				
RESULTS OF OPERATIONS:					
Net revenues.....	\$275,967	\$239,348	\$229,206	\$125,574	\$119,603
Gross profit.....	95,139	80,963	80,796	43,518	42,312
Selling, general and administrative.....	81,101	78,948	66,949	34,506	33,729
Operating income(1).....	13,545	126	13,192	9,012	8,236
OTHER FINANCIAL DATA:					
EBITDA(2).....	\$ 19,146	\$ 9,244	\$ 19,909	\$ 12,310	\$ 11,088
Depreciation and amortization(3)....	5,601	9,118	6,717	3,298	2,852
Capital expenditures(4).....	9,740	2,107	1,345	527	1,034

	AS OF JUNE 29, 2002	
	ACTUAL	PRO FORMA
BALANCE SHEET DATA:		
Cash and cash equivalents.....	\$ 31,424	\$ --
Total assets.....	111,488	151,228
Total debt.....	26,659	75,000
Total stockholders' equity.....	37,056	43,717

(1) Operating income reflects net revenues less cost of products sold, selling, general and administrative expenses and store pre-opening/closing expenses.

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- (2) EBITDA represents operating income plus depreciation and amortization. EBITDA is not an alternative measure of operating results or cash flows from operations, as determined in accordance with generally accepted accounting principles. We have included EBITDA because we believe it is a widely accepted indicator of a company's ability to incur and service debt and make capital expenditures. EBITDA as presented by us may not be comparable to similarly titled measures reported by other companies.
- (3) Excludes the amortization of the debt discount and deferred charges associated with our outstanding 12% senior subordinated notes and the deferred charges associated with our credit facility in effect prior to the merger.
- (4) Capital expenditures consist of total capital expenditures including capital costs associated with opening new stores.

10

RISK FACTORS

You should carefully consider the following risk factors before deciding to tender your old notes in exchange for new notes pursuant to the exchange offer.

RISK FACTORS RELATING TO THE NEW NOTES

OUR SUBSTANTIAL INDEBTEDNESS COULD ADVERSELY AFFECT OUR FINANCIAL HEALTH AND PREVENT US FROM FULFILLING OUR OBLIGATIONS UNDER THE NEW NOTES.

We have a significant amount of indebtedness and we are highly leveraged. Our total debt outstanding as of October 31, 2002 was \$75.0 million, and we have the ability, subject to customary conditions, to incur \$9.5 million of additional debt under our new senior credit facility (after giving effect to required reserves of \$500,000). After giving effect to the offering of the old notes and the merger,

- our pro forma ratio of total debt to total capital would have been 63.2% at June 29, 2002;
- our pro forma ratio of total debt to EBITDA would have been 6.8x for the six months ended June 29, 2002;
- our pro forma ratio of EBITDA to cash interest expense would have been 5.3x for the six months ended June 29, 2002; and
- our pro forma ratio of earnings to fixed charges for the six months ended June 29, 2002 would have been 1.6x.

Our substantial amount of indebtedness could have important consequences for you. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to the new notes;
- limit our ability to obtain additional financing, if needed, for working capital, capital expenditures, acquisitions, and general corporate purposes;
- increase our vulnerability to adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing funds

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available for working capital, capital expenditures, acquisitions and other purposes;

- limit our flexibility in planning for, or reacting to, changes in our business and/or our industry; and
- place us at a competitive disadvantage compared to our competitors that have less indebtedness.

The terms of the indenture allow us to incur additional indebtedness, subject to certain limitations. Any such additional debt could increase the risks associated with our substantial leverage.

THE INDENTURE AND OUR SENIOR CREDIT FACILITY IMPOSE SIGNIFICANT OPERATING AND FINANCIAL RESTRICTIONS ON US. IF WE DEFAULT UNDER OUR SENIOR CREDIT FACILITY, WE MAY NOT BE ABLE TO MAKE PAYMENTS ON THE NEW NOTES.

The indenture and our senior credit facility impose significant operating and financial restrictions on us. These restrictions limit our ability and the ability of our subsidiaries, among other things, to:

- incur additional indebtedness or issue disqualified capital stock;
 - pay dividends or make other restricted payments;
 - issue capital stock of subsidiaries;
 - make capital expenditures;
 - enter into transactions with affiliates;
 - create or incur liens;
- 11
- transfer or sell assets;
 - incur dividend or other payment restrictions affecting subsidiaries; and
 - consummate a merger, consolidation or sale of all or substantially all of our or its assets.

In addition, our senior credit facility requires us to maintain compliance with specified financial ratios, including fixed charge coverage and total leverage ratios, as well as achievement of a minimum level of EBITDA. Our ability to comply with these ratios may be affected by events beyond our control. See "Description of Senior Credit Facility."

A breach of any of the covenants contained in our senior credit facility, or our inability to comply with the required financial ratios, could result in an event of default, which would allow the lenders under the senior credit facility to discontinue lending and/or to declare all borrowings outstanding to be due and payable. We, the borrowers under the senior credit facility and the other guarantors of the senior credit facility have granted the lenders under our new senior credit facility a first priority security interest in substantially all of our respective assets (including, without limitation, our common stock, all of the capital stock of our domestic subsidiaries and 65% of the voting capital stock and 100% of the non-voting capital stock of our foreign subsidiaries that are direct subsidiaries of us or any of our domestic subsidiaries), other than real property, fixtures, equipment and proceeds thereof. In the event of any default under the senior credit facility, the

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lenders thereunder could elect to discontinue lending and/or to declare all amounts outstanding to be immediately due and payable, to foreclose upon the assets pledged to them, to require us to apply all of our available cash to repay our borrowings or to prevent us from making payments on the new notes. If the amounts outstanding under the senior credit facility or the notes were to be accelerated, we cannot assure you that our assets would be sufficient to repay in full the money owed to the lenders or to our other debt holders, including you as a noteholder. Further, if the lenders under our senior credit facility proceed against the collateral securing that indebtedness, the proceeds received upon the realization of the collateral upon which the lenders under the senior credit facility have a first priority lien would be applied first to amounts due under our senior credit facility before any proceeds will be available to make payments on the new notes.

THE LENDERS UNDER OUR CREDIT FACILITY MAY LIMIT BORROWINGS UNDER OUR SENIOR CREDIT FACILITY.

The amount available to be borrowed under our senior credit facility is limited for each borrower to 85% of the net amount of eligible receivables of such borrower plus the lesser of 65% of the value of eligible inventory (valued on a lower of cost or market basis) of such borrower and 60% of the net orderly liquidation value of eligible inventory of such borrower. The lender agent under our senior credit facility retains the right from time to time to establish or modify advance rates, standards of eligibility and reserves against availability. The borrowers have agreed with the lender agent that, in addition to other reserves that the lender agent may impose, they will maintain an availability reserve at all times of \$0.5 million. As a result, the amount of borrowings available to the borrowers under the senior credit facility may at no time exceed \$9.5 million, unless the lender agent releases that reserve. In addition, the occurrence of an event of default under the senior credit facility, or the occurrence of a material adverse change in our financial condition, operations, business or prospects, or the inability of the borrowers to make certain representations required to be made upon each borrowing, would entitle the lenders to withhold further funding under the senior credit facility. These limitations may result in the borrowers being able to borrow less than the \$9.5 million availability under the senior credit facility (after giving effect to required reserves of \$500,000).

WE MAY NOT BE ABLE TO GENERATE SUFFICIENT CASH FLOW TO MAKE INTEREST PAYMENTS UNDER THE NEW NOTES DUE TO EVENTS THAT ARE BEYOND OUR CONTROL.

Economic, financial, competitive, regulatory, and other factors beyond our control affect our ability to generate cash flow from operations to make payments on, or to refinance, the new notes and our other indebtedness and to fund necessary working capital. We cannot assure you that our operations will generate sufficient cash flow to enable us to meet our obligations. A significant reduction in operating cash flow would likely increase the need for alternative sources of liquidity. If we are unable to generate sufficient cash flow to make payments on the new notes or other debt, we will have to pursue one or more alternatives, such as

12

reducing or delaying capital expenditures, refinancing the new notes or other debt, selling assets or raising equity. We cannot assure you that any of these alternatives could be accomplished on satisfactory terms or that they would yield sufficient funds to retire the new notes and our other debt.

FRAUDULENT CONVEYANCE LAWS MAY PERMIT COURTS TO VOID THE GUARANTEE OF OUR PARENT OR THE SUBSIDIARY GUARANTEES OF THE NEW NOTES IN SPECIFIC CIRCUMSTANCES, WHICH WOULD INTERFERE WITH THE PAYMENT OF THESE GUARANTEES.

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U.S. federal bankruptcy law and comparable state statutes may allow courts, upon the bankruptcy or financial difficulty of a parent or subsidiary guarantor, to void that parent's or that subsidiary's guarantee of the new notes. If a court voids a guarantee or holds it unenforceable, you will cease to be a creditor of, and you may be required to return payments received from, that guarantor, and you will be a creditor solely of us and the other guarantors whose guarantees have not been voided. In the alternative, the court could subordinate that guarantee (including all payments thereunder) to all other debt of the guarantor. The court could take these actions in respect of a guarantee if, among other things, the guarantor, at the time it incurred the debt evidenced by its guarantee:

- incurred the guarantee with the intent of hindering, delaying or defrauding current or future creditors; or
- received less than reasonably equivalent value or fair consideration for incurring the guarantee, and
- was insolvent or was rendered insolvent by reason of the incurrence; or
- was engaged, or about to engage, in a business or transaction for which the assets remaining with it constituted unreasonably small capital to carry on such business; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay as those debts matured; or
- was a defendant in an action for money damages, or had a judgment for money damages entered against it, if, in either case, after final judgment the judgment was unsatisfied.

The tests for fraudulent conveyance, including the criteria for insolvency, will vary depending upon the law of the jurisdiction that is being applied. Generally, however, a debtor would be considered insolvent if, at the time the debtor incurred the debt, either:

- the sum of the debtor's debts and liabilities, including contingent liabilities, was greater than the debtor's assets at fair valuation; or
- the present fair saleable value of the debtor's assets was less than the amount required to pay the probable liability on the debtor's total existing debts and liabilities, including contingent liabilities, as they became absolute and matured.

Because certain of our subsidiaries who are guarantors of the new notes are direct borrowers under the senior credit facility, in the event that guarantees are voided, the lenders under our senior credit facility would continue to have recourse to the assets of these subsidiaries; in contrast, holders of the new notes would be forced to look to dividends and similar equity payments from those subsidiaries, after payment of the senior credit facility obligations.

THE COLLATERAL SECURING THE NEW NOTES IS SUBJECT TO CONTROL BY THE LENDERS UNDER OUR SENIOR CREDIT FACILITY. IF THERE IS A DEFAULT, THE VALUE OF THE COLLATERAL MAY NOT BE SUFFICIENT TO REPAY BOTH THE LENDERS UNDER OUR SENIOR CREDIT FACILITY AND THE HOLDERS OF THE NEW NOTES.

The rights of the holders of the new notes with respect to the collateral securing the new notes are limited pursuant to the terms of the intercreditor agreement. The intercreditor agreement permits borrowings of up to \$12.5 million principal amount under the senior credit facility, which is secured by the same collateral, other than collateral consisting of real property, fixtures,

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equipment and proceeds thereof, that secures the new notes. Although the lenders under our senior credit facility and the holders of the new notes share in the

13

proceeds of this collateral (other than collateral consisting of real property, fixtures, equipment and the proceeds thereof), the lenders under our senior credit facility are entitled to receive proceeds from any realization of such collateral to repay their obligations in full before the holders of the new notes. In addition, under the intercreditor agreement, at any time that obligations under our senior credit facility are outstanding, any actions that may be taken with respect to such collateral, including the ability to cause the commencement of enforcement proceedings against such collateral and to control the conduct of such proceedings, will be at the direction of the lenders under our senior credit facility, and the trustee, on behalf of the holders of the new notes, does not have the ability to control or direct such actions, even if the rights of the holders of the new notes are adversely affected. See "Description of the New Notes -- Security."

We cannot assure you that the value of the collateral securing the senior credit facility and the notes will be sufficient to repay in full all indebtedness outstanding under the senior credit facility and the new notes. After the payment in full of amounts due under the senior credit facility, any claim for the shortfall between the amount realized by the holders of the notes from the sales of such collateral securing the notes and our obligations under the notes will rank equally in right of payment with all existing and future senior indebtedness and, in some cases, junior to the claims of any person holding liens which are permitted liens as described under "Description of the New Notes." The indenture does not require that we maintain the current level of collateral or maintain a specific ratio of indebtedness to asset values. Any additional notes issued pursuant to the indenture will rank equal to the notes and be entitled to the same rights and priority with respect to the collateral. Thus, the issuance of additional notes pursuant to the indenture may have the effect of significantly diluting your ability to recover in full from the then existing pool of collateral.

The value of the collateral in the event of liquidation will depend on market and economic conditions, the availability of buyers and other factors. The proceeds from any sale of the collateral may be insufficient to satisfy the amounts outstanding under the notes after payment in full of all obligations under our senior credit facility. If such proceeds are not sufficient to repay amounts outstanding under the notes, then holders of the notes (to the extent not repaid from the proceeds of the sale of the collateral) would have only an unsecured claim against our remaining assets. As of October 31, 2002, we had no indebtedness outstanding under our senior credit facility and \$9.5 million of borrowing availability under our senior credit facility (after giving effect to required reserves of \$500,000).

BANKRUPTCY LAWS MAY LIMIT YOUR ABILITY TO REALIZE VALUE FROM THE COLLATERAL.

The right of the collateral agent to repossess and dispose of the collateral upon the occurrence of an event of default under the indenture governing the new notes is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy case were to be commenced by or against us before the collateral agent repossessed and disposed of the collateral. Upon the commencement of a case for relief under Title 11 of the United States Code, a secured creditor such as the collateral agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval. Moreover, the bankruptcy code permits the debtor to continue to retain and use collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the

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term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional security, if and at such times as the court in its discretion determines that the value of the secured creditor's interest in the collateral is declining during the pendency of the bankruptcy case. A bankruptcy court may determine that a secured creditor may not require compensation for a diminution in the value of its collateral if the value of the collateral exceeds the debt it secures.

In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict:

- how long payments under the new notes could be delayed following commencement of a bankruptcy case;
- whether or when the collateral agent could repossess or dispose of the collateral;
- the value of the collateral at the time of the bankruptcy petition; or
- whether or to what extent holders of the new notes would be compensated for any delay in payment or loss of value of the collateral through the requirement of "adequate protection."

14

Any disposition of the collateral during a bankruptcy case would also require permission from the bankruptcy court. Furthermore, in the event a bankruptcy court determines the value of the collateral is not sufficient to repay all amounts due on the notes, the holders of the notes would hold secured claims to the extent of the value of the collateral to which the holders of the notes are entitled, and unsecured claims with respect to such shortfall. The bankruptcy code only permits the payment and accrual of post-petition interest, costs and attorney's fees to a secured creditor during a debtor's bankruptcy case to the extent the value of its collateral is determined by the bankruptcy court to exceed the aggregate outstanding principal amount of the obligations secured by the collateral.

The intercreditor agreement also prohibits the holders of the new notes or the collateral agent from seeking adequate protection with respect to the collateral which also secures the senior credit facility and prohibits the collateral agent and holders of the new notes from objecting to the lender agent or the lenders seeking adequate protection with respect to such collateral.

AN ACTIVE TRADING MARKET FOR THE NEW NOTES MAY NOT DEVELOP, WHICH COULD REDUCE THEIR VALUE.

The new notes are a new issue of securities for us for which there is currently no public market. We do not intend to list the new notes on any national securities exchange or automated quotation system. Accordingly, no market for the new notes may develop, and any market that develops may not last. If the new notes are traded, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, our performance and other factors. To the extent that an active trading market does not develop, you may not be able to resell your new notes at their fair market value or at all.

To the extent that old notes are surrendered and accepted in the exchange offer, the trading market for unsurrendered old notes and for surrendered-but-unaccepted old notes could be adversely affected due to the

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limited amount of old notes that are expected to remain outstanding following the exchange offer. Generally, when there are fewer outstanding securities of an issue, there is less demand to purchase that security, which results in a lower price for the security. Conversely, if many old notes are not surrendered, or are surrendered-but-unaccepted, the trading market for the new notes could be adversely affected. To the extent our affiliate Atlantic Equity Partners III continues to own any old notes at the consummation of the exchange offer, these notes will not be eligible for exchange and will remain outstanding. As of November 8, 2002, Atlantic Equity Partners III held \$15 million of old notes that are not eligible for exchange. See "Plan of Distribution" and "The Exchange Offer" for further information regarding the distribution of the new notes and the consequences of failure to participate in the exchange offer.

IF YOU DO NOT EXCHANGE YOUR OLD NOTES FOR NEW NOTES, YOU WILL CONTINUE TO HAVE RESTRICTIONS ON YOUR ABILITY TO RESELL THEM.

The old notes were not registered under the Securities Act or under the securities laws of any state and may not be resold, offered for resale, or otherwise transferred unless they are subsequently registered or resold pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. If you do not exchange your old notes for new notes pursuant to the exchange offer, you will not be able to resell, offer to resell, or otherwise transfer the old notes unless they are registered under the Securities Act or unless you resell them, offer to resell them or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. In addition, we will no longer be under an obligation to register the old notes under the Securities Act except in the limited circumstances provided in the registration rights agreement.

15

WE MAY BE UNABLE TO REPURCHASE THE NEW NOTES UPON A CHANGE OF CONTROL AS REQUIRED BY THE INDENTURE.

Upon the occurrence of certain specific kinds of change of control events, we must offer to repurchase all outstanding new notes. However, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of new notes or that restrictions in our senior credit facility will not allow such repurchases. If we are required to repurchase the new notes, we would probably require third party financing. We cannot be sure that we would be able to obtain third party financing on acceptable terms, or at all. Our failure to purchase the new notes would be a default under the indenture, which would result in a default under our senior credit facility.

HOLDERS OF THE NEW NOTES WILL BE REQUIRED TO INCLUDE AMOUNTS IN GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES IN ADVANCE OF RECEIPT OF CASH PAYMENTS.

The new notes will be issued with original issue discount for United States federal income tax purposes. As a result, U.S. holders, as defined under "Certain United States Federal Income Tax Consequences," will be required to include amounts in income in respect of the new notes on a constant yield to maturity basis in advance of the receipt of the cash to which such income is attributable. See "Certain United States Federal Income Tax Consequences--U.S. holders -- Original Issue Discount."

RISK FACTORS RELATING TO OUR BUSINESS

OUR SUCCESS DEPENDS ON THE CONTINUED POPULARITY OF GOLF AND THE GROWTH OF THE MARKET FOR GOLF-RELATED PRODUCTS.

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We generate substantially all of our net revenues from the sale of golf-related equipment and accessories. The demand for our golf products is directly related to the popularity of golf, the number of golf participants and the number of rounds of golf being played by these participants. If golf participation decreases, sales of our products would be adversely affected. In addition, the popularity of golf organizations, such as the Professional Golfers Association, also affects the sales of our golf equipment and golf-related apparel. We depend on the exposure of our brands to increase brand recognition and reinforce the quality of our products. Any significant reduction in television coverage of PGA or other golf tournaments, or any other significant decreases in either attendance at golf tournaments or viewership of golf tournaments, will reduce the visibility of our brand and could adversely affect our sales.

In addition, we do not believe there has been any material increase in golf participation or the number of golf rounds played in 1999, 2000, or 2001. In fact, we believe that the number of rounds played declined in nine out of twelve months during 2001, perhaps reflecting the general decline in the U.S. economy. Furthermore, we believe that since 1997, the overall worldwide premium golf club market has experienced little growth in dollar volume from year to year. We can not assure you that the overall dollar volume of the worldwide market for golf-related products will grow, or that it will not decline, in the future.

WE MAY NOT BE ABLE TO BORROW ADDITIONAL FUNDS, IF NEEDED, TO EXPAND OUR BUSINESS OR COMPETE EFFECTIVELY AND, AS A RESULT, OUR NET REVENUES AND PROFITABILITY MAY BE MATERIALLY ADVERSELY AFFECTED.

The indenture and our senior credit facility limit almost completely our ability to borrow additional funds. We believe that the terms of the liens securing our senior credit facility and the notes effectively preclude us from borrowing additional funds, other than under our new senior credit facility. As a result, to the extent that we do not have borrowing availability under our senior credit facility, we will have to fund our operations, including new store openings and capital expenditures as well as any future acquisitions, with cash flow from operations. If we do not generate sufficient cash flow from our operations to fund these expenditures, we may not be able to compete effectively and our sales and profitability would likely be materially adversely affected.

A REDUCTION IN DISCRETIONARY CONSUMER SPENDING COULD REDUCE SALES OF OUR PRODUCTS.

Our products are recreational in nature and are therefore discretionary purchases for consumers. Consumers are generally more willing to make discretionary purchases of golf products during favorable

economic conditions. Discretionary spending is affected by many factors, including, among others, general business conditions, interest rates, the availability of consumer credit, taxation, and consumer confidence in future economic conditions. Our customers' purchases of discretionary items, including our products, could decline during periods when disposable income is lower, or periods of actual or perceived unfavorable economic conditions. Any significant decline in these general economic conditions or uncertainties regarding future economic prospects that adversely affect discretionary consumer spending could lead to reduced sales of our products. In addition, our sales could be adversely affected by a downturn in the economic conditions in the markets in which our superstores operate. The general slowdown in the United States economy and the uncertain economic outlook have adversely affected consumer spending habits, which has adversely affected our net revenues. A prolonged economic downturn could have a material adverse effect on our business, financial condition, and

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results of operations.

OUR SALES AND PROFITS MAY BE ADVERSELY AFFECTED IF WE AND OUR SUPPLIERS FAIL TO SUCCESSFULLY DEVELOP AND INTRODUCE NEW PRODUCTS.

Our future success will depend, in part, upon our and our suppliers' continued ability to develop and introduce innovative products in the golf equipment market. The success of new products depends in part upon the various subjective preferences of golfers, including a golf club's look and "feel," and the level of acceptance that a golf club has among professional and recreational golfers. The subjective preferences of golf club purchasers are difficult to predict and may be subject to rapid and unanticipated changes. If we or our suppliers fail to successfully develop and introduce innovative products on a timely basis, then our sales and profits may suffer.

In addition, if we or our suppliers introduce new golf clubs too rapidly, it could result in close-outs of existing inventories. Close-outs can result in reduced margins on the sale of older products, as well as reduced sales of new products given the availability of older products at lower prices. These reduced margins and sales may adversely affect our results of operations.

OUR SALES AND PROFITABILITY MAY BE ADVERSELY AFFECTED IF NEW COMPETITORS ENTER THE GOLF PRODUCTS INDUSTRY.

Increased competition in our markets due to the entry of new competitors, including companies which currently supply us with products that we sell, could reduce our net revenues. Our competitors currently include other specialty retailers, mass merchandise retailers, conventional sporting goods retailers, on-course pro shops, and online retailers of golf equipment. These businesses compete with us in one or more product categories. In addition, traditional and specialty golf retailers are expanding more aggressively in marketing brand-name golf equipment, thereby competing directly with us for products, customers and locations. Some of these potential competitors have been in business longer than us and/or have greater financial or marketing resources than we do and may be able to devote greater resources to sourcing, promoting and selling their products. Several of our key vendors have begun to operate retail stores or websites that sell directly to consumers and may compete with us and reduce our sales. As a result of this competition, we may experience lower sales or greater operating costs, such as marketing costs, which would have an adverse effect on our profitability.

NEW SUPERSTORES THAT WE MAY OPEN MAY NOT BE PROFITABLE AND MAY PRESENT OTHER CHALLENGES THAT CAUSE OUR NET REVENUES TO DECREASE AND OUR OPERATING COSTS TO INCREASE.

Our growth strategy involves opening additional superstores in new and existing markets. In the six-month period ended June 29, 2002, we opened one additional store and incurred store pre-opening expenses of \$86,000 and \$0.3 million in capital expenditures. We expect to open two additional stores during the remainder of fiscal 2002. Subject to our ability to generate sufficient cash flow, we currently plan to spend \$4.0 million to \$7.0 million to open additional stores and/or retrofit existing stores in fiscal 2003. However, to the extent that we use capital for acquisitions, our budget for store openings and retrofittings will be reduced. Typically, we estimate that we incur \$0.6 million in net working capital costs and \$0.6 million in capital expenditures in connection with the opening of a new store. These amounts are estimates and actual store opening costs may vary. We intend to fund new store openings through cash flow from operations. Our senior

17

credit facility and the indenture governing the notes significantly restrict our

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ability to incur indebtedness and to make capital expenditures. We may not have or be able to obtain sufficient funds to fund our planned expansion.

Our ability to open new stores on a timely and profitable basis is subject to various contingencies, some of which are beyond our control. These contingencies include our ability to locate suitable store sites, negotiate acceptable lease terms, build-out or refurbish sites on a timely and cost-effective basis, hire, train and retain skilled managers and personnel, obtain adequate capital resources and successfully integrate new stores into existing operations. We did not open any new stores in 2000 and 2001 and have opened one additional superstore in the first half of 2002. We can not assure you that our new stores will achieve levels of sales and profitability comparable to our existing stores.

In addition, our expansion in new and existing markets may present competitive, distribution, and merchandising challenges that differ from our current challenges, including competition among our stores clustered in a single market, diminished novelty of our store design and concept, added strain on our distribution center and management information systems and diversion of management attention from existing operations. To the extent that we are not able to meet these new challenges, our net revenues could decrease and our operating costs could increase.

IF WE DO NOT ACCURATELY PREDICT OUR SALES DURING OUR PEAK SEASONS AND THEY ARE LOWER THAN WE EXPECT, OUR PROFITABILITY MAY BE MATERIALLY ADVERSELY AFFECTED.

Our business is highly seasonal. Our sales during our second fiscal quarter of each year, which includes the Father's Day selling season, and the Christmas holiday selling season have historically contributed a disproportionate percentage of our net revenues and most of our net income for the entire year. We make decisions regarding merchandise well in advance of the season in which it will be sold, particularly for the Father's Day and Christmas holiday selling seasons. We incur significant additional expenses leading up to and during our second fiscal quarter and the month of December in anticipation of higher sales in those periods, including acquiring additional inventory, preparing and mailing our catalogs, advertising, creating in-store promotions and hiring additional employees. If our sales during our peak seasons are lower than we expect for any reason, we may not be able to adjust our expenses in a timely fashion. As a result, our profitability may be materially adversely affected.

IF THE PRODUCTS WE SELL DO NOT SATISFY THE STANDARDS OF THE UNITED STATES GOLF ASSOCIATION AND THE ROYAL AND ANCIENT GOLF CLUB OF ST. ANDREWS IN THE FUTURE, OUR NET REVENUES ATTRIBUTABLE TO THOSE PRODUCTS AND OUR PROFITABILITY MAY BE REDUCED.

We and our suppliers generally seek to satisfy the standards established by the United States Golf Association and the Royal and Ancient Golf Club of St. Andrews in the design of golf clubs because these standards are generally followed by golfers within their respective geographic areas. We believe that all of the products we sell conform to these standards, except where expressly marketed as non-conforming. However, we cannot assure you that our products will satisfy these standards in the future or that the standards of these organizations will not be changed in a way that makes our products non-conforming. If our products that are intended to conform are determined to be non-conforming, our net revenue attributable to those products and, as a result, our profitability may be reduced.

WE LEASE MOST OF OUR SUPERSTORE LOCATIONS. IF WE ARE UNABLE TO MAINTAIN THOSE LEASES OR LOCATE ALTERNATIVE SITES FOR OUR SUPERSTORES ON TERMS THAT ARE ACCEPTABLE US, OUR NET REVENUES AND PROFITABILITY COULD BE REDUCED.

We lease 23 of our 24 superstores. As of September 15, 2002, we operated

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one of our superstores under a lease with a term that expires in less than one year. We cannot assure you that we will be able to maintain our existing store locations as leases expire, or that we will be able to locate alternative sites on favorable terms. If we cannot maintain our existing store locations or locate alternative sites on favorable or acceptable terms, our net revenues and profitability could be reduced.

18

OUR COMPARABLE STORE SALES MAY FLUCTUATE, WHICH COULD NEGATIVELY IMPACT OUR FUTURE OPERATING PERFORMANCE. OUR COMPARABLE STORE SALES ARE AFFECTED BY A VARIETY OF FACTORS, INCLUDING, AMONG OTHERS:

- customer demand in different geographic regions;
- our ability to efficiently source and distribute products;
- changes in our product mix;
- promotional events;
- effects of competition;
- our ability to effectively execute our business strategy; and
- general economic conditions.

Our comparable store sales have fluctuated significantly in the past and we believe that such fluctuations may continue. Our historic results are not necessarily indicative of our future results, and we cannot assure you that our comparable store sales will not decrease again in the future. Any reduction in or failure to increase our comparable store sales could negatively impact our future operating performance.

IF WE FAIL TO ACCURATELY TARGET THE APPROPRIATE SEGMENT OF THE CONSUMER CATALOG MARKET OR IF WE FAIL TO ACHIEVE ADEQUATE RESPONSE RATES TO OUR CATALOGS, OUR RESULTS OF OPERATIONS MAY SUFFER.

Our results of operations depend in part on the success of our catalog operations. We believe that the success of our catalog operations depends on our ability to:

- achieve adequate response rates to our mailings;
- continue to offer a merchandise mix that is attractive to our mail order customers;
- cost-effectively add new customers;
- cost-effectively design and produce appealing catalogs; and
- timely deliver products ordered through our catalogs to our customers.

We have historically experienced fluctuations in the response rates to our catalog mailings. If we fail to achieve adequate response rates, we could experience lower sales, significant markdowns or write-offs of inventory and lower margins, which would adversely affect our results of operations, perhaps materially.

OUR SUCCESS DEPENDS IN PART ON OUR ABILITY TO MEET OUR LABOR NEEDS.

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Many of our employees are in entry-level or part-time positions that historically have high rates of turnover. We may be unable to meet our labor needs and control our costs due to external factors such as unemployment levels, minimum wage legislation, and wage inflation. If we cannot attract and retain quality employees, our performance will suffer and we may not be able to successfully execute our growth strategy.

IF WE LOSE THE SERVICES OF KEY MEMBERS OF OUR MANAGEMENT, WE MAY NOT BE ABLE TO MANAGE OUR OPERATIONS AND IMPLEMENT OUR GROWTH STRATEGY EFFECTIVELY.

Our future success depends, in large part, on the continued service of Jim Thompson, our chief executive officer, and some of our other key executive officers and managers who possess significant expertise and knowledge of our business and markets. We do not maintain key person insurance on any of our officers or managers. Any loss or interruption of the services of these individuals could significantly reduce our ability to effectively manage our operations and implement our growth strategy because we cannot assure you that we would be able to find appropriate replacements for our key executives and managers should the need arise.

On October 28, 2002, Mark Osborn submitted his resignation as our executive vice president, chief financial officer and treasurer. Mr. Osborn has indicated that he will continue his employment with Golfsmith through November 2002. We are in the process of conducting a search for a new chief financial officer.

19

OUR PARENT COMPANY IS CONTROLLED BY ONE PRINCIPAL STOCKHOLDER, WHICH MAY GIVE RISE TO A CONFLICT OF INTEREST.

Atlantic Equity Partners III, L.P. owns approximately 79.2% of Holdings' common stock on a fully diluted basis. All of the stockholders of Holdings are parties to a stockholders agreement that contains voting arrangements that give Atlantic Equity Partners III voting control over the election of all but one of our directors. As a result, Atlantic Equity Partners III controls us and Holdings and effectively has the power to approve any action requiring the approval of the holders of our or Holdings' stock, including adopting certain amendments to our or Holdings' certificate of incorporation and approving mergers or sales of all of our assets. In addition, as a result of Atlantic Equity Partners III's ownership interest, conflicts of interest could arise with respect to transactions involving business dealings between us and Atlantic Equity Partners III or First Atlantic Capital Ltd., which operates Atlantic Equity Partners III, potential acquisitions of businesses or properties, the issuance of additional securities, the payment of dividends by us or Holdings and other matters.

IF WE ARE UNABLE TO ENFORCE OUR INTELLECTUAL PROPERTY RIGHTS, OR IF WE ARE ACCUSED OF INFRINGING ON A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, OUR NET REVENUES MAY DECLINE.

We currently hold a substantial number of industrial designs, and trademarks. The exclusive right to use these designs and trademarks has helped establish our market share. The loss or reduction of any of our significant proprietary rights could hurt our ability to distinguish our products from competitors' products and retain our market share. In addition, our proprietary products generate substantially higher margins than products we sell that are produced by other manufacturers. If we are unable to effectively protect our proprietary rights and less of our sales come from our proprietary products, our net revenues and profits may decline.

Additionally, third parties may assert claims against us alleging infringement, misappropriation or other violations of patent, trademark or other

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proprietary rights, whether or not such claims have merit. Such claims can be time consuming and expensive to defend and could require us to cease using and selling the allegedly infringing products, which may have a significant impact on our net revenues and cause us to incur significant litigation costs and expenses.

WE RELY ON OUR MANAGEMENT INFORMATION SYSTEMS FOR INVENTORY MANAGEMENT, DISTRIBUTION AND OTHER FUNCTIONS. IF OUR INFORMATION SYSTEMS FAIL TO ADEQUATELY PERFORM THESE FUNCTIONS OR IF WE EXPERIENCE AN INTERRUPTION IN THEIR OPERATION, OUR BUSINESS AND RESULTS OF OPERATIONS COULD BE ADVERSELY AFFECTED.

The efficient operation of our business is dependent on our management information systems. We rely on our management information systems to effectively manage order entry, order fulfillment, point-of-sale, and inventory replenishment processes. In 2000, we replaced our existing systems with a new, company-wide, integrated management information system. In connection with implementing this new system, we experienced significant difficulties that resulted in lost sales, higher customer returns, increased operating costs and higher inventory levels. Although we believe we have resolved these difficulties, the failure of our management information systems to perform as we anticipate could disrupt our business and could result in decreased sales, increased overhead costs, excess inventory and product shortages, causing our business and results of operations to suffer.

In addition, our management information systems are vulnerable to damage or interruption from:

- earthquake, fire, flood and other natural disasters; and
- power loss, computer systems failure, Internet and telecommunications or data network failure.

Any such interruption could have a material adverse effect on our business.

20

OUR PROFITABILITY WOULD BE ADVERSELY AFFECTED IF THE OPERATION OF OUR AUSTIN CALL CENTER OR DISTRIBUTION CENTER WERE INTERRUPTED OR SHUT DOWN.

We operate a centralized call center and distribution center in Austin, Texas. We receive most of our catalog orders and receive and ship a substantial portion of our merchandise at our Austin facility. Any natural disaster or other serious disruption to this facility due to fire, tornado or any other cause would substantially disrupt our sales and would damage a portion of our inventory, impairing our ability to adequately stock our stores. In addition, we could incur significantly higher costs and longer lead times associated with fulfilling our direct-to-consumer orders and distributing our products to our stores during the time it takes for us to reopen or replace our Austin facility. As a result, disruption at our Austin facility would adversely affect our profitability.

IF OUR SUPPLIERS FAIL TO DELIVER PRODUCTS ON A TIMELY BASIS AND IN SUFFICIENT QUANTITIES, SUCH FAILURE COULD HAVE A MATERIAL ADVERSE AFFECT ON OUR OPERATIONS.

We depend on a limited number of suppliers for our clubheads and shafts. In addition, some of our products require specifically developed manufacturing techniques and processes which make it difficult to identify and utilize alternative suppliers quickly. Any significant production delay or inability of current suppliers to timely deliver products including clubheads and shafts in sufficient quantities, or the transition to other suppliers, could have a material adverse effect on our results of operations.

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A disruption in the operations of the port in Long Beach, California could interrupt the supply of our products. We import substantially all of our proprietary products from Asia, and a significant amount of the products we buy from vendors to resell through our distribution channels is shipped to us from Asia. A significant amount of these shipments arrive in the United States at the port in Long Beach. The contract between the International Longshore and Warehouse Union, the union that represents the workers at the port in Long Beach, and the Pacific Maritime Association, which represents terminal operators and ocean ship companies, expired on July 1, 2002 and the two parties have been in contract negotiations for several months. On September 30, 2002, the Pacific Maritime Association locked out the union workers. On October 9, 2002, a federal court temporarily ordered the port reopened. The court order will be effective until December 28, 2002. We cannot assure you that the dispute will be resolved or that a strike or another lock-out will not occur in the future. If a strike or another lock-out occurs, we may begin to ship some of our products from Asia by air freight, and our suppliers may also begin to ship their products by air freight. Shipping by air freight is more expensive than shipping by boat, and if we cannot pass these increased shipping costs on to our customers, our profitability will be reduced. A renewed disruption at the port in Long Beach would have a material adverse effect on our results of operations.

WE MAY BE SUBJECT TO PRODUCT WARRANTY CLAIMS OR PRODUCT RECALLS WHICH COULD HARM OUR BUSINESS AND RESULTS OF OPERATIONS.

We may be subject to risks associated with our products, including product liability. Our existing or future products may contain design or materials defects, which could subject us to product liability claims and product recalls. Although we maintain limited product liability insurance, if any successful product liability claim or product recall is not covered by or exceeds our insurance coverage, our business, results of operation and financial condition would be harmed. In addition, product recalls could adversely affect our reputation in the marketplace. In May 2002, we learned that some of our private label products sold in the last two years were not manufactured in accordance with their design specifications. Upon discovery of this discrepancy, we offered our customers refunds, replacements or gift certificates. As a result, in the six-months ended June 29, 2002, we recognized approximately \$340,000 in product-return and replacement expenses.

AN INCREASE IN THE COSTS OF MAILING, PAPER, AND PRINTING OUR CATALOGS WOULD DECREASE OUR NET INCOME.

Postal rate increases and paper and printing costs affect the cost of our catalog mailings. We rely on discounts from the basic postal rate structure such as discounts for bulk mailings and sorting by zip code and carrier routes for our catalogs. In fiscal 2001, we spent approximately \$9 million on paper, printing and postage

21

for our catalogs. We are not a party to any long-term contracts for the supply of paper. Our cost of paper has fluctuated significantly during the past three fiscal years, and our future paper costs are subject to supply and demand forces external to our business. A material increase in postal rates or printing or paper costs for our catalogs could materially decrease our net income.

A DISRUPTION IN THE SERVICE OF OUR PRIMARY DELIVERY SERVICE FOR OUR DIRECT-TO-CONSUMER SALES MAY DECREASE OUR PROFITABILITY.

During fiscal 2001, we generated approximately 40.3% of our net revenues through our direct-to-consumer sales. We use UPS for substantially all of our

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ground shipments of products sold through our catalogs and Internet site to our customers in the United States. Any significant interruption in UPS's services would impede our ability to deliver our products to our direct-to-consumer channel, which could cause us to lose sales and/or customers. In the event of an interruption in UPS's services, we may not be able to engage alternative carriers to deliver our products in a timely manner on equally favorable terms. If we incur higher shipping costs, we may be unable to pass these costs on to our customers, which could decrease our profitability.

CURRENT AND FUTURE TAX REGULATIONS MAY ADVERSELY AFFECT OUR DIRECT-TO-CONSUMER BUSINESS AND NEGATIVELY IMPACT OUR RESULTS OF OPERATIONS.

Our direct-to-consumer business may be adversely affected by state sales and use taxes as well as the regulation of Internet commerce. We currently must collect taxes for less than half of our catalog and Internet sales. An unfavorable change in state sales and use taxes could adversely affect our business and results of operations. In addition, future regulation of the Internet, including the imposition of taxes on Internet commerce, could affect the development of our Internet business and negatively affect our ability to increase our net revenues.

IF WE DO NOT ANTICIPATE AND RESPOND TO THE CHANGING PREFERENCES OF OUR CUSTOMERS, OUR REVENUES COULD SIGNIFICANTLY DECLINE AND WE COULD BE REQUIRED TO TAKE SIGNIFICANT MARKDOWNS IN INVENTORY.

Our success depends, in large part, on our ability to identify and anticipate the changing preferences of our customers and stock our stores with a wide selection of quality merchandise that appeals to their preferences. Our customers' preferences for merchandise and particular brands vary from location to location, and may vary significantly over time. We cannot guarantee that we will accurately identify or anticipate the changing preferences of our customers or stock our stores with merchandise that appeals to them. If we do not accurately identify and anticipate our customers' preferences, we may lose sales or we may overstock merchandise, which may require us to take significant markdowns on our inventory. In either case, our revenues could significantly decline and our business and financial results may suffer.

WE MAY BE SUBJECT TO ENVIRONMENTAL LIABILITY.

We are subject to various foreign, federal, state, and local environmental protection, chemical control, and health and safety laws and regulations. We own and lease real property, and some environmental laws hold current or previous owners or operators of businesses and real property liable for contamination on or originating from that property, even if they did not know of and were not responsible for the contamination. The presence of hazardous substances on any of our properties or the failure to meet environmental regulatory requirements may materially adversely affect our ability to use or to sell the property or to use the property as collateral for borrowing, and may cause us to incur substantial remediation or compliance costs. If hazardous substances are released from or located on any of our properties, we could incur substantial liabilities through a private party personal injury or property damage claim or a claim by a governmental entity for other damages.

In addition, some of the products we sell contain hazardous or regulated substances, such as solvents and lead. Environmental laws may impose liability on any person who disposes of hazardous substances, regardless of whether the disposal site is owned or operated by such person.

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laws for any reason, our results of operations may be materially adversely affected.

THERE CAN BE NO ASSURANCE THAT OUR WEBSITE CAN HANDLE INCREASED TRAFFIC OR THAT WE CAN PREVENT UNAUTHORIZED SECURITY BREACHES.

A key element of our strategy is to generate a high volume of traffic on, and use of, our website. Accordingly, the satisfactory performance, reliability and availability of our website, transaction processing systems and network infrastructure are critical to our reputation and our ability to attract and retain customers, as well as maintain adequate customer service levels. Our Internet revenues will depend on the number of visitors who shop on our website and the volume of orders we can fill on a timely basis. Problems with our website or order fulfillment performance would reduce the volume of goods sold and the attractiveness of our merchandise and could also adversely affect consumer perception of our brand name. We may experience periodic system interruptions from time to time. If there is a substantial increase in the volume of traffic on our website or the number of orders placed by customers, we may be required to expand and upgrade further our technology, transaction processing systems and network infrastructure. There can be no assurance that we will be able to accurately project the rate or timing of increases, if any, in the use of our website, or that we will be able to expand and upgrade our systems and infrastructure to accommodate such increases on a timely basis.

The success of our website depends on the secure transmission of confidential information over public networks. We rely on encryption and authentication technology licensed from third parties to provide the security and authentication necessary to effect secure transmission of confidential information, such as customer credit card numbers. In addition, we maintain an extensive confidential database of customer profiles and transaction information. There can be no assurance that advances in computer capabilities, new discoveries in the field of cryptography, or other events or developments will not result in a compromise or breach of the algorithms we use to protect customer transaction and personal data contained in our customer database. If any such compromise of our security were to occur, it could have a material adverse effect on our reputation, business, operating results and financial condition. A party who is able to circumvent our security measures could misappropriate proprietary information or cause interruptions in our operations. We may be required to expend significant capital and other resources to protect against such security breaches or to alleviate problems caused by such breaches.

23

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of the federal securities laws. Statements that are not historical facts, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements include statements preceded by, followed by or that include the words "may," "could," "would," "should," "believe," "expect," "anticipate," "plan," "estimate," "target," "project," "intend," or similar expressions. These statements include, among others, statements regarding our expected business outlook, anticipated financial and operating results, our business strategy and means to implement the strategy, our objectives, the amount and timing of future store openings, store retrofits and capital expenditures, the likelihood of our success in expanding our business, financing plans, working capital needs and sources of liquidity.

Forward-looking statements are only predictions and are not guarantees of performance. These statements are based on our management's beliefs and assumptions, which in turn are based on currently available information.

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Important assumptions relating to the forward-looking statements include, among others, assumptions regarding demand for our products, the introduction of new product offerings, store opening costs, our ability to lease new sites on a timely basis, expected pricing levels, the timing and cost of planned capital expenditures, competitive conditions and general economic conditions. These assumptions could prove inaccurate. Forward-looking statements also involve risks and uncertainties, which could cause actual results that differ materially from those contained in any forward-looking statement. Many of these factors are beyond our ability to control or predict. Such factors include, but are not limited to, the following:

- the continued popularity of golf and golf-related products;
- our ability to borrow funds to expand our business or compete effectively;
- economic conditions and their effect on discretionary spending by consumers;
- our ability and our suppliers' ability to develop and introduce new products;
- new competitors entering the market;
- the profitability of new superstores that we may open;
- our ability to accurately predict our sales during our peak seasons;
- the impact of standards developed by golf associations;
- our ability to maintain or negotiate new leases for our superstores;
- fluctuations in comparable store sales;
- our ability to achieve adequate response rates to our catalogs;
- our ability to attract and retain quality employees;
- the continued service of our key executive officers;
- being controlled by our principal stockholder;
- our ability to enforce our intellectual property rights and defend infringement claims;
- the operation of our management information systems;
- our dependence on our Austin call center and distribution center;
- interruptions in the supply of the products we sell, including at the port in Long Beach, California;
- claims against us from users of our products;
- fluctuations in the costs of mailing, paper and printing;
- interruptions in the operations of our delivery service;
- the impact of state tax regulations and regulation of the Internet;

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- changing preferences of our customers;
- potential environmental liabilities;
- increased traffic and possible security breaches on our website; and
- other factors referenced in this prospectus, including those set forth under "Risk Factors."

In addition, an investment in the new notes is subject to a number of additional risks that may affect our ability to fulfill our obligations under the new notes. These risks include:

- our ability to borrow additional funds;
- our substantial indebtedness;
- significant operating and financial restrictions placed on us by the indenture and our senior credit facility;
- restrictions on our ability to borrow under our senior credit facility;
- our ability to generate cash flow to make interest payments on the new notes;
- our parent's and our subsidiaries' ability to make payments under their guarantees;
- the sufficiency of the collateral securing the new notes;
- the effect of bankruptcy laws on the disposition of the collateral;
- the existence of a trading market for the new notes;
- restrictions upon transfer of the old notes if they are not exchanged for new notes;
- our ability to repurchase the new notes upon a change in control; and
- the requirement that holders of new notes include amounts in gross income for federal income tax purposes in advance of receipt of cash payments.

We believe the forward-looking statements in this prospectus are reasonable; however, you should not place undue reliance on any forward-looking statements, which are based on current expectations. Further, forward-looking statements speak only as of the date they are made, and we undertake no obligation to update publicly any of them in light of new information or future events.

25

USE OF PROCEEDS

This exchange offer is intended to satisfy our obligations under the registration rights agreement. Neither we nor the guarantors will receive any proceeds from the exchange offer. You will receive, in exchange for old notes tendered by you and accepted by us in the exchange offer, new notes in the same principal amount. The old notes surrendered in exchange for the new notes will be retired and cancelled and cannot be reissued. Accordingly, the issuance of the new notes will not result in any increase of our outstanding debt.

CAPITALIZATION

The following table sets forth our capitalization as of June 29, 2002:

- on an actual basis; and
- on a pro forma basis giving effect to the merger, the offering of the old notes and our use of the proceeds from the offering of the old notes.

You should read the table below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our unaudited consolidated financial statements and the related notes included elsewhere in this prospectus.

	AS OF JUNE 29, 2002	
	ACTUAL	PRO FORMA
	(DOLLARS IN THOUSANDS)	
Cash and cash equivalents.....	\$31,424	\$ --
	=====	=====
Total debt:		
Senior credit facility(1).....	\$ --	\$ --
12% senior subordinated notes.....	26,659	--
Senior secured notes due 2009.....	--	75,000
	-----	-----
Total debt.....	26,659	75,000
Minority interest.....	12,881	--
Stockholders' equity.....	37,056	43,717
	-----	-----
Total capitalization.....	\$76,596	\$118,717
	=====	=====

- (1) We have \$9.5 million of borrowing availability, subject to customary conditions, under our new senior credit facility entered into in connection with the merger (after giving effect to required reserves of \$500,000).

THE EXCHANGE OFFER

PURPOSE AND EFFECT OF THE EXCHANGE OFFER

As a condition to the initial sale of the old notes, we, the guarantors and the initial purchaser entered into a registration rights agreement dated as of October 15, 2002. Pursuant to the registration rights agreement, we agreed to:

- file a registration statement under the Securities Act with respect to the new notes with the SEC by February 12, 2003; and
- use our reasonable best efforts to cause the registration statement to become effective under the Securities Act on or before April 13, 2003.

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We agreed to issue and exchange the new notes for all old notes validly tendered and not validly withdrawn before the expiration of the exchange offer. A copy of the registration rights agreement has been filed as an exhibit to the registration statement which includes this prospectus. The registration statement is intended to satisfy some of our obligations under the registration rights agreement.

The term "holder" with respect to the exchange offer means any person in whose name old notes are registered on the trustee's books or any other person who has obtained a properly completed bond power from the registered holder, or any person whose old notes are held of record by The Depository Trust Company, which we refer to as the Depository or DTC, who desires to deliver the old note by book-entry transfer at DTC.

RESALE OF THE NEW NOTES

We believe that you will be allowed to resell the new notes to the public without registration under the Securities Act, and without delivering a prospectus that satisfies the requirements of Section 10 of the Securities Act, if you can make the representations set forth below under "The Exchange Offer -- Procedures for Tendering Old Notes." However, if you intend to participate in a distribution of the new notes, or you are an "affiliate" of us as defined in Rule 405 of the Securities Act, you must comply with the registration requirements of the Securities Act and deliver a prospectus, unless an exemption from registration is otherwise available to you. You have to represent to us in the letter of transmittal accompanying this prospectus that you meet the conditions exempting you from the registration requirements.

We base our view on interpretations by the staff of the SEC in no-action letters issued to other issuers in exchange offers like ours. However, we have not asked the SEC to consider this particular exchange offer in the context of a no-action letter. Therefore, you cannot be sure that the SEC will treat it in the same way it has treated other exchange offers in the past.

A broker-dealer that has bought old notes for market-making or other trading activities has to deliver a prospectus in order to resell any new notes it receives for its own account in the exchange. This prospectus may be used by a broker-dealer to resell any of its new notes. We have agreed in the registration rights agreement to send this prospectus to any broker-dealer that requests copies for a period of up to 180 days after the expiration of the exchange offer. See "Plan of Distribution" for more information regarding broker-dealers.

The exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of old notes in any jurisdiction in which this exchange offer or the acceptance of the exchange offer would not be in compliance with the securities or blue sky laws.

TERMS OF THE EXCHANGE OFFER

General. Based on the terms and conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all old notes validly tendered and not validly withdrawn before the expiration date.

Subject to the minimum denomination requirements of the new notes, we will issue \$1,000 principal amount of new notes in exchange for each \$1,000 principal amount of outstanding old notes validly tendered

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pursuant to the exchange offer and not validly withdrawn before the expiration date. Holders may tender some or all of their old notes pursuant to the exchange offer. However, old notes may be tendered only in amounts that are integral multiples of \$1,000 principal amount.

The form and terms of the new notes are the same as the form and terms of the old notes except that:

- the new notes will be registered under the Securities Act and, therefore, the new notes will not bear legends restricting the transfer of the new notes, and
- holders of the new notes will not be entitled to any of the registration rights of holders of old notes under the registration rights agreement, which rights will terminate upon the consummation of the exchange offer, or to the penalty interest provisions of the registration rights agreement.

The new notes of a particular series will evidence the same indebtedness as the old notes of that same series, which they replace, and will be issued under, and be entitled to the benefits of, the same indenture that governs the old notes. As a result, both the new notes of a particular series and the old notes of that same series will be treated as a single series of debt securities under the indenture. The exchange offer does not depend on any minimum aggregate principal amount of old notes being surrendered for exchange.

As of the date of this prospectus, \$93,750,000 in aggregate principal amount at maturity of the old notes is outstanding, all of which is registered in the name of Cede & Co., as nominee for DTC. Solely for reasons of administration, we have fixed the close of business on _____, 2002 as the record date for the exchange offer for purposes of determining the persons to whom we will initially mail this prospectus and the letter of transmittal. There will be no fixed record date for determining holders of the old notes entitled to participate in this exchange offer.

As a holder of old notes, you do not have any appraisal or dissenters' rights or any other right to seek monetary damages in court under the Delaware General Corporation Law or the indenture governing the notes. We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Exchange Act, and the related rules and regulations of the SEC. Old notes that are not surrendered for exchange in the exchange offer will remain outstanding and interest on these notes will continue to accrue.

We will be deemed to have accepted validly surrendered old notes if and when we give oral or written notice of our acceptance to U.S. Bank Trust National Association, which is acting as the exchange agent. The exchange agent will act as agent for the tendering holders of old notes for the purpose of receiving the new notes from us.

If you surrender old notes in the exchange offer, you will not be required to pay brokerage commissions or fees. In addition, subject to the instructions in the letter of transmittal, you will not have to pay transfer taxes for the exchange of old notes. We will pay all charges and expenses in connection with the exchange offer, other than certain applicable taxes described under "-- Fees and Expenses."

EXPIRATION DATE; EXTENSIONS; AMENDMENTS

The "expiration date" means 5:00 p.m., New York City time, on _____, 2002, unless we extend the exchange offer, in which case the expiration date is the latest date and time to which we extend the exchange offer.

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In order to extend the exchange offer, we will:

- notify the exchange agent of any extension by oral or written communication;
- issue a press release or other public announcement, which will report the approximate number of old notes deposited, before 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

During any extension of the exchange offer, all old notes previously surrendered and not withdrawn will remain subject to the exchange offer.

29

We reserve the right:

- to delay accepting any old notes,
- to amend the terms of the exchange offer in any manner,
- to extend the exchange offer, or
- if, in the opinion of our counsel, the consummation of the exchange offer would violate any law or interpretation of the staff of the SEC, to terminate or amend the exchange offer by giving oral or written notice to the exchange agent.

Any delay in acceptance, extension, termination, or amendment will be followed as soon as practicable by a press release or other public announcement. If we amend the exchange offer in a manner that we determine constitutes a material change, we will promptly disclose that amendment by means of a prospectus supplement that will be distributed to the registered holders of the old notes, and we will extend the exchange offer for a period of time that we will determine, depending upon the significance of the amendment and the manner of disclosure to the registered holders, if the exchange offer would have otherwise expired.

We will have no obligation to publish, advertise, or otherwise communicate any public announcement that we may choose to make, other than by making a timely release to an appropriate news agency.

In all cases, issuance of the new notes for old notes that are accepted for exchange will be made only after timely receipt by the exchange agent of a properly completed and duly executed letter of transmittal or a book-entry confirmation with an agent's message, in each case, with all other required documents. However, we reserve the absolute right to waive any conditions of the exchange offer or any defects or irregularities in the surrender of old notes. If we do not accept any surrendered old notes for any reason set forth in the terms and conditions of the exchange offer or if you submit old notes for a greater principal amount than you want to exchange, we will return the unaccepted or non-exchanged old notes to you, or substitute old notes evidencing the unaccepted or non-exchanged portion, as appropriate. See "--Return of Old Notes."

INTEREST ON THE NEW NOTES

The new notes will accrue cash interest on the same terms as the old notes, i.e., at the rate of 8.375% per year for each new note (using a 360-day year consisting of twelve 30-day months), payable semi-annually in arrears on March 1

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and September 1 of each year. Old notes accepted for exchange will not receive accrued interest at the time of exchange. However, each new note will bear interest:

- from the later of (1) the last interest payment date on which interest was paid on the old note surrendered in exchange for the new note or (2) if the old note is exchanged for the new note on a date after the record date for an interest payment date to occur on or after the date of the exchange and as to which that interest will be paid, the date of that interest payment date, or
- if no interest has been paid on the old note, from October 15, 2002.

PROCEDURES FOR TENDERING OLD NOTES

If you wish to surrender old notes you must:

- complete and sign the letter of transmittal or send a timely confirmation of a book-entry transfer of old notes to the exchange agent,
- have the signatures on the letter of transmittal guaranteed if required by the letter of transmittal, and
- mail or deliver the required documents to the exchange agent at its address set forth in the letter of transmittal for receipt before the expiration date.

30

In addition, either:

- certificates for old notes must be received by the exchange agent along with the letter of transmittal;
- a timely confirmation of a book-entry transfer of old notes into the exchange agent's account at DTC, pursuant to the procedure for book-entry transfer described below, must be received by the exchange agent before the expiration date; or
- you must comply with the procedures described below under "-- Guaranteed Delivery Procedures."

If you do not withdraw your surrender of old notes before the expiration date, it will indicate an agreement between you and Golfsmith and the guarantors that you have agreed to surrender the old notes, in accordance with the terms and conditions in the letter of transmittal.

The method of delivery of old notes, the letter of transmittal, and all other required documents to the exchange agent is at your election and risk. Instead of delivery by mail, we recommend that you use an overnight or hand delivery service, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure delivery to the exchange agent before the expiration date. Do not send any letter of transmittal or old notes to us. You may request that your broker, dealer, commercial bank, trust company, or nominee effect the above transactions for you.

If you are a beneficial owner of the old notes and you hold those old notes through a broker, dealer, commercial bank, trust company, or other nominee and you want to surrender your old notes, you should contact that intermediary promptly and instruct it to surrender the old notes on your behalf.

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Generally, an eligible institution must guarantee signatures on a letter of transmittal unless:

- you tender your old notes as the registered holder, which term includes any participant in DTC whose name appears on a security listing as the owner of old notes, and the new notes issued in exchange for your old notes are to be issued in your name and delivered to you at your registered address appearing on the security register for the old notes, or
- you surrender your old notes for the account of an eligible institution.

An "eligible institution" is:

- a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc.,
- a commercial bank or trust company having an office or correspondent in the United States, or
- an "eligible guarantor institution" as defined by Rule 17Ad-15 under the Exchange Act.

In each instance, the entity must be a member of one of the signature guarantee programs identified in the letter of transmittal.

If the new notes or unexchanged old notes are to be delivered to an address other than that of the registered holder appearing on the security register for the old notes, an eligible institution must guarantee the signature in the letter of transmittal.

Your surrender will be deemed to have been received as of the date when:

- the exchange agent receives a properly completed and signed letter of transmittal accompanied by the old notes, or a confirmation of book-entry transfer of the old notes into the exchange agent's account at DTC with an agent's message, or
- the exchange agent receives a notice of guaranteed delivery from an eligible institution.

Issuances of new notes in exchange for old notes surrendered pursuant to a notice of guaranteed delivery or letter to similar effect by an eligible institution will be made only against submission of a duly signed letter of transmittal, and any other required documents, and deposit of the surrendered old notes, or confirmation of

31

a book-entry transfer of the old notes into the exchange agent's account at DTC pursuant to the book-entry procedures described below.

We will make the determination regarding all questions relating to the validity, form, eligibility, including time of receipt, acceptance, and withdrawal of surrendered old notes, and our determination will be final and binding on all parties.

We reserve the absolute right to reject any and all old notes improperly surrendered. We will not accept any old notes if our acceptance of them would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defects, irregularities, or conditions of surrender as to any

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particular old note. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, you must cure any defects or irregularities in connection with surrenders of old notes within the time we determine. Although we intend to notify holders of defects or irregularities in connection with surrenders of old notes, neither we, the exchange agent, nor anyone else will incur any liability for failure to give that notice. Surrenders of old notes will not be deemed to have been made until any defects or irregularities have been cured or waived.

We have no current plan to acquire any old notes that are not surrendered in the exchange offer or to file a registration statement to permit resales of any old notes that are not surrendered pursuant to the exchange offer. We reserve the right in our sole discretion to purchase or make offers for any old notes that remain outstanding after the expiration date. To the extent permitted by law, we also reserve the right to purchase old notes in the open market, in privately negotiated transactions, or otherwise. The terms of any future purchases or offers could differ from the terms of the exchange offer.

Pursuant to the letter of transmittal, if you elect to surrender old notes in exchange for new notes, you must exchange, assign, and transfer the old notes to us and irrevocably constitute and appoint the exchange agent as your true and lawful agent and attorney-in-fact with respect to the surrendered old notes, with full power of substitution, among other things, to cause the old notes to be assigned, transferred, and exchanged. By executing the letter of transmittal, you make the representations and warranties set forth below to us. By executing the letter of transmittal you also promise, on our request, to execute and deliver any additional documents that we consider necessary to complete the transactions described in the letter of transmittal.

By executing the letter of transmittal and surrendering old notes in the exchange offer, you will be representing to us that, among other things,

- you have full power and authority to tender, exchange, assign, and transfer the old notes surrendered,
- we will acquire good title to the old notes being surrendered, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sale agreements, or other obligations relating to their sale or transfer, and not subject to any adverse claim when we accept the old notes,
- you are acquiring the new notes in the ordinary course of your business,
- you are not engaging in and do not intend to engage in a distribution of the new notes,
- you have no arrangement or understanding with any person to participate in the distribution of the new notes,
- you acknowledge and agree that if you are a broker-dealer registered under the Exchange Act or you are participating in the exchange offer for the purpose of distributing the new notes, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale of the new notes, and that you cannot rely on the position of the SEC's staff set forth in their no-action letters,
- you understand that a secondary resale transaction described above and any resales of new notes obtained by you in exchange for old notes acquired by you directly from us should be covered by an

effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K of the SEC, and

- you are not an "affiliate," as defined in Rule 405 under the Securities Act, of us or any of the guarantors, or, if you are an "affiliate," that you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If you are a broker-dealer and you will receive new notes for your own account in exchange for old notes that you acquired as a result of market-making activities or other trading activities, you will be required to acknowledge in the letter of transmittal that you will deliver a prospectus in connection with any resale of the new notes. See "Plan of Distribution."

Participation in the exchange offer is voluntary. You are urged to consult your financial and tax advisors in making your decision on whether to participate in the exchange offer.

RETURN OF OLD NOTES

If any old notes are not accepted for any reason described in this prospectus, or if old notes are withdrawn or are submitted for a greater principal amount than you want to exchange, the exchange agent will return the unaccepted, withdrawn, or non-exchanged old notes to you or, in the case of old notes surrendered by book-entry transfer, into an account for your benefit at DTC, unless otherwise provided in the letter of transmittal. The old notes will be credited to an account maintained with DTC as promptly as practicable.

BOOK ENTRY TRANSFER

The exchange agent will make a request to establish an account with respect to the old notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in DTC's system may make book-entry delivery of old notes by causing DTC to transfer the old notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. To effectively tender notes through DTC, the financial institution that is a participant in DTC will electronically transmit its acceptance through the Automatic Transfer Offer Program. DTC will then edit and verify the acceptance and send an agent's message to the exchange agent for its acceptance. An agent's message is a message transmitted by DTC to the exchange agent stating that DTC has received an express acknowledgment from the participant in DTC tendering the old notes that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce this agreement against the participant.

A delivery of old notes through a book-entry transfer into the exchange agent's account at DTC will only be effective if an agent's message or the letter of transmittal with any required signature guarantees and any other required documents is transmitted to and received by the exchange agent at its address set forth in the letter of transmittal for receipt before the expiration date unless the guaranteed delivery procedures described below are complied with. Delivery of documents to DTC does not constitute delivery to the exchange agent.

GUARANTEED DELIVERY PROCEDURES

If you wish to surrender your old notes and (1) your old notes are not

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immediately available so that you can meet the expiration date deadline, (2) you cannot deliver your old notes or other required documents to the exchange agent before the expiration date, or (3) the procedure for book-entry transfer cannot be completed on a timely basis, you may nonetheless participate in the exchange offer if:

- you surrender your notes through an eligible institution;
- before the expiration date, the exchange agent receives from the eligible institution a properly completed and duly executed notice of guaranteed delivery substantially in the form provided by us, by mail or hand delivery, showing the name and address of the holder, the name(s) in which the old notes are registered, the certificate number(s) of the old notes, if applicable, and the principal amount of old notes surrendered; the notice of guaranteed delivery must state that the surrender is being made by the

33

notice of guaranteed delivery and guaranteeing that, within five New York Stock Exchange trading days after the expiration date, the letter of transmittal, together with the certificate(s) representing the old notes, in proper form for transfer, or a book-entry confirmation with an agent's message, as the case may be, and any other required documents, will be delivered by the eligible institution to the exchange agent, and

- the properly executed letter of transmittal, as well as the certificate(s) representing all surrendered old notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and all other documents required by the letter of transmittal are received by the exchange agent within five New York Stock Exchange trading days after the expiration date.

Unless old notes are surrendered by the above-described method and deposited with the exchange agent within the time period set forth above, we may, at our option, reject the surrender. The exchange agent will send you a notice of guaranteed delivery upon your request if you want to surrender your old notes according to the guaranteed delivery procedures described above.

WITHDRAWALS OF TENDERS OF OLD NOTES

You may withdraw your surrender of old notes at any time before the expiration date.

To withdraw old notes surrendered in the exchange offer, the exchange agent must receive a written notice of withdrawal at its address set forth below before the expiration date. Any notice of withdrawal must:

- specify the name of the person having deposited the old notes to be withdrawn,
- identify the old notes to be withdrawn, including the certificate number or numbers, if applicable, and principal amount of the old notes,
- contain a statement that the holder is withdrawing the election to have the old notes exchanged,
- be signed by the holder in the same manner as the original signature on the letter of transmittal used to surrender the old notes, and
- specify the name in which any old notes are to be registered, if

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different from that of the registered holder of the old notes and, unless the old notes were tendered for the account of an eligible institution, the signatures on the notice of withdrawal must be guaranteed by an eligible institution. If old notes have been surrendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at DTC.

We, in our sole discretion, will make the final determination on all questions regarding the validity, form, eligibility, and time of receipt of notices of withdrawal, and our determination will bind all parties. Any old notes withdrawn will be deemed not to have been validly surrendered for purposes of the exchange offer and no new notes will be issued in exchange unless the old notes so withdrawn are validly surrendered again. Properly withdrawn old notes may be surrendered again by following one of the procedures described above under "-- Procedures for Tendering Old Notes" at any time before the expiration date. Any old notes that are not accepted for exchange will be returned at no cost to the holder or, in the case of old notes surrendered by book-entry transfer, into an account for your benefit at DTC pursuant to the book-entry transfer procedures described above, as soon as practicable after withdrawal, rejection of surrender or termination of the exchange offer.

ADDITIONAL OBLIGATIONS

We may be required, under certain circumstances, to file a shelf registration statement. See "Risk Factors -- An active trading market for the new notes may not develop, which could reduce their value" and "Description of the New Notes -- Exchange Offer; Registration Rights." In any event, we are under a continuing obligation, for a period of up to 180 days after the SEC declares the registration statement of which this prospectus is a part effective, to keep the registration statement effective and to provide copies of the latest version of this prospectus to any broker-dealer that requests copies for use in a resale, subject to our ability to suspend the effectiveness of any registration statement as described in the registration rights agreement.

34

CONDITIONS OF THE EXCHANGE OFFER

Notwithstanding any other term of the exchange offer, or any extension of the exchange offer, we do not have to accept for exchange, or exchange new notes for, any old notes, and we may terminate the exchange offer before acceptance of the old notes, if:

- any statute, rule, or regulation has been enacted or any action has been taken by any court or governmental authority that, in our reasonable judgment, seeks to or would prohibit, restrict, or otherwise render consummation of the exchange offer illegal; or
- any change, or any development that would cause a change, in our business or financial affairs has occurred that, in our sole judgment, might materially impair our ability to proceed with the exchange offer or a change that would materially impair the contemplated benefits to us of the exchange offer; or
- a change occurs in the current interpretations by the staff of the SEC that, in our reasonable judgment, might materially impair our ability to proceed with the exchange offer.

If we, in our sole discretion, determine that any of the above conditions is not satisfied, we may:

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- refuse to accept any old notes and return all surrendered old notes to the surrendering holders,
- extend the exchange offer and retain all old notes surrendered before the expiration date, subject to the holders' right to withdraw the surrender of the old notes, or
- waive any unsatisfied conditions regarding the exchange offer and accept all properly surrendered old notes that have not been withdrawn. If this waiver constitutes a material change to the exchange offer, we will promptly disclose the waiver by means of a prospectus supplement that will be distributed to the registered holders of the old notes, and we will extend the exchange offer for a period of time that we will determine, depending upon the significance of the waiver and the manner of disclosure to the registered holders, if the exchange offer would have otherwise expired.

EXCHANGE AGENT

We have appointed U.S. Bank Trust National Association, as exchange agent for the exchange offer. Questions and requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal and requests for notices of guaranteed delivery should be directed to the exchange agent at the following addresses:

By Overnight Courier:

U.S. Bank Trust National
Association
180 E. 5th Street, 4th Floor
St. Paul, Minnesota 55101
Attn: Shauna Thilmany,
Specialized Finance

By Mail:

(registered or certified recommended)

U.S. Bank Trust National Association
Corporate Trust Services
P.O. Box 64485
St. Paul, Minnesota 55164-9549
Attn: Specialized Finance

By Hand:

U.S. Bank Trust National
Association
Corporate Trust Services
100 Wall Street, 16th Floor
New York, New York 10005
Attn: Bond Drop Window
Barbara A. Nastro

By Facsimile:

(651) 244-1537
Attn: Shauna Thilmany

To Confirm by Telephone:

(651) 244-8112
Shauna Thilmany

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FEES AND EXPENSES

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, additional solicitation may be made by facsimile, telephone, or in person by our officers and regular employees or by officers and employees of our affiliates. No additional compensation will be paid to any officers and employees who engage in soliciting tenders.

We have not retained any dealer-manager or other soliciting agent for the exchange offer and will not make any payments to brokers, dealers, or others soliciting acceptance of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse it for related, reasonable out-of-pocket expenses. We may also reimburse brokerage houses and other custodians, nominees, and fiduciaries for reasonable out-of-pocket expenses they incur in forwarding copies of this prospectus, the letter of transmittal and related documents.

We will pay all expenses incurred in connection with the performance of our obligations in the exchange offer, including registration fees, fees and expenses of the exchange agent, the transfer agent and registrar, and printing costs, among others.

We will pay all transfer taxes, if any, applicable to the exchange of the old notes. If, however, new notes, or old notes for principal amounts not surrendered or accepted for exchange, are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the old notes surrendered, or if a transfer tax is imposed for any reason other than the exchange, then the amount of any transfer taxes will be payable by the person surrendering the notes. If you do not submit satisfactory evidence of payment of those taxes or exemption from payment of those taxes with the letter of transmittal, the amount of those transfer taxes will be billed directly to you.

CONSEQUENCES OF FAILURE TO EXCHANGE

Old notes that are not exchanged will remain "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act. Accordingly, they may not be offered, sold, pledged or otherwise transferred except:

- to us or to any of our subsidiaries,
- inside the United States to a qualified institutional buyer in compliance with Rule 144A under the Securities Act,
- inside the United States to an institutional accredited investor that, before the transfer, furnishes to the trustee a signed letter containing certain representations and agreements relating to the restrictions on transfer of the old notes, the form of which you can obtain from the trustee and, if such transfer is in respect of an aggregate principal amount of old notes at the time of transfer of less than \$100,000, an opinion of counsel acceptable to us that the transfer complies with the Securities Act,
- outside the United States in compliance with Rule 904 under the Securities Act,
- pursuant to the exemption from registration provided by Rule 144 under the Securities Act, if available, or
- pursuant to an effective registration statement under the Securities Act.

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The liquidity of the old notes could be adversely affected by the exchange offer. See "Risk Factors -- Risk Factors Relating to the New Notes -- An active trading market for the notes may not develop, which could reduce their value."

ACCOUNTING TREATMENT

For accounting purposes, we will recognize no gain or loss as a result of the exchange offer. We will amortize the expenses of the exchange offer and the unamortized expenses related to the issuance of the old notes over the remaining term of the notes.

36

UNAUDITED PRO FORMA COMBINED CONDENSED FINANCIAL STATEMENTS

The following unaudited pro forma combined condensed financial statements of Holdings give effect to the purchase of our company by Holdings pursuant to the merger and the offering of the old notes. We have presented the pro forma financial statements of Holdings, the 100% parent of the issuer of the notes, Golfsmith. Holdings has no independent operations or other subsidiaries and has fully and unconditionally guaranteed the old notes and the 8.375% senior secured notes offered by this prospectus. The pro forma combined condensed statements of income assume the merger and the offering of the old notes occurred as of December 31, 2000. The unaudited pro forma combined condensed balance sheet combines the unaudited historical condensed balance sheets of Holdings and Golfsmith as of June 29, 2002.

Holdings acquired Golfsmith in a merger transaction for an aggregate purchase price of approximately \$124.5 million, which included the repayment of approximately \$34.3 million of existing indebtedness (including a prepayment penalty of \$0.8 million) less existing cash of \$31.4 million, in each case as of June 29, 2002, or \$2.9 million, the payment of \$100.8 million in cash and \$12.8 million in equity securities in Holdings to the stockholders of Golfsmith prior to the merger, and the repurchase of an \$8.0 million minority interest in one of Golfsmith's subsidiaries. We used the net proceeds of the offering of the old notes to finance part of the cash portion of the merger consideration to Golfsmith's stockholders, subject to a possible post-closing adjustment. In addition, we expect to ultimately incur approximately \$12.0 million of fees and expenses in connection with the merger and direct transaction costs of the offering of the old notes, including \$7.1 million in connection with the offering of the old notes and \$4.9 million in connection with the merger. The direct transaction costs consist primarily of investment banker, private placement fees, legal and accounting fees and printing costs to be incurred that are directly related to the merger and the offering of the old notes. The actual consideration payable in connection with the merger was determined based on the outstanding indebtedness and available cash as of the date of the merger and is subject to adjustment post-closing. In addition, there can be no assurance that Holdings and Golfsmith will not incur additional expenses related to the merger and the offering of the old notes. For the purpose of the following pro forma financial information, the number of shares of Holdings' common stock assumed to be issued and outstanding following the merger is approximately 20.9 million.

The unaudited pro forma combined condensed statements of income give effect to: (1) the acquisition of our company by Holdings, (2) the offering of the old notes, (3) the repayment of our outstanding debt as of the date of the merger and the settlement of minority interest, and (4) provision for taxes and earnings per share as if the combined condensed financial statements were for a C corporation. The pro forma combined condensed financial statements have been prepared giving effect to the recapitalization of our company in accordance with EITF 88-16, "Basis in Leveraged Buyout Transactions" as a partial purchase. Under EITF 88-16, our business was revalued at the merger date to fair value to

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the extent of Atlantic Equity Partners III, L.P.'s 79.2% controlling interest in the business, subject to final closing adjustments. The remaining 20.8% is accounted for at continuing stockholder's carryover basis in the business.

The excess of the purchase price over the historical basis of the net assets acquired will be applied to adjust net assets to their fair values to the extent of Atlantic Equity Partners III's 79.2% ownership. No appraisals of assets have yet been performed and all of the excess purchase price over the net assets is being allocated to cost in excess of acquired net assets. Any adjustment that increases the value of the net assets will reduce net income on a pro forma basis.

The pro forma combined condensed financial statements are presented for illustrative purposes only and are not necessarily indicative of the operating results or financial position that would have occurred if the merger and the offering of the old notes had been consummated at the beginning of the earliest period presented, nor is it necessarily indicative of future operating results or financial position. The pro forma adjustments are based upon information and assumptions available at the time of the preparation of this prospectus. The pro forma combined condensed financial statements should be read in conjunction with the accompanying notes thereto and our historical consolidated financial statements and related notes thereto included in this prospectus. In our opinion, all adjustments have been made that are necessary to present fairly the pro forma data.

37

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET JUNE 29, 2002

	HISTORICAL GOLFSMITH	ADJUSTMENTS	PRO FORMA
	-----	-----	-----
	(DOLLARS IN THOUSANDS)		
ASSETS:			
Current assets:			
Cash.....	\$ 31,424	\$ (31,424) (a)	\$ --
Receivables.....	6,014	--	6,014
Inventories.....	40,889	--	40,889
Deferred taxes.....	--	1,261 (b)	1,261
Prepays and other.....	2,320	--	2,320
	-----	-----	-----
Total current assets.....	80,647	(30,163)	50,484
Net property and equipment.....	27,096	--	27,096
Intangible assets, net.....	1,923	--	1,923
Cost in excess of acquired net assets.....	--	64,625 (c)	64,625
Other assets.....	1,822	5,278 (d)	7,100
	-----	-----	-----
Total assets.....	\$111,488	\$ 39,740	\$151,228
	=====	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY:			
Current liabilities:			
Accounts payable and accrued expenses.....	\$ 32,725	\$ (664) (a)	\$ 32,061
	-----	-----	-----
Total current liabilities.....	32,725	(664)	32,061
Long-term debt.....	26,659	48,341 (e)	75,000

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Deferred rent.....	2,167	(1,717) (c)	450
	-----	-----	-----
Total liabilities.....	61,551	45,960	107,511
Minority interest.....	12,881	(12,881) (f)	--
Stockholders' equity.....	37,056	6,661 (g)	43,717
	-----	-----	-----
Total liabilities and stockholders' equity.....	\$111,488	\$ 39,740	\$151,228
	=====	=====	=====

See accompanying notes to Unaudited Pro Forma Combined Condensed Balance Sheet.

38

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

NOTES TO UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET
(DOLLARS IN THOUSANDS UNLESS OTHERWISE NOTED)

GENERAL

Holdings accounted for the acquisition of Golfsmith as a purchase business combination following the guidance specified in EITF 88-16. The accompanying unaudited pro forma combined condensed financial statements reflect an aggregate purchase price of \$124.5 million, excluding offering and merger-related costs of \$12.0 million.

UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET

The accompanying unaudited pro forma combined condensed balance sheet has been prepared as if the merger was consummated on June 29, 2002. Pro forma adjustments were made:

(a) The sources and use of funds relating to the merger:

SOURCES:

Existing cash as of June 29, 2002.....	\$ 31,424
Notes offered hereby(1).....	75,000
New equity capital(2).....	48,679

Total.....	\$155,103
	=====

USES:

Cash merger consideration.....	\$100,837
Repayment of existing indebtedness(3).....	34,266
Redemption of existing minority interest(4).....	8,000
Estimated fees and expenses.....	12,000

Total.....	\$155,103
	=====

(1) Reflects \$93.75 million of the 8.375% senior secured notes, net of discount of \$18.75 million.

(2) Reflects amounts paid by Atlantic Equity Partners III for 79.2% equity ownership in Holdings.

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- (3) Reflects the payment of existing long-term debt of \$32.8 million (including \$6.1 million in connection with the unamortized discount of the existing 12% senior subordinated notes), payment of accrued interest of \$0.6 million, and prepayment penalty costs of \$0.8 million associated with the early retirement of the existing 12% senior subordinated notes.
- (4) Reflects amounts paid to satisfy the minority interest obligation immediately preceding the merger. This resulted in a gain of \$4.9 million on the satisfaction of this liability. This gain has not been reflected in the pro forma combined condensed statements of operations for the periods ended June 29, 2002 and December 29, 2001.

39

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

NOTES TO UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET -- (CONTINUED)

(b) The pro forma adjustments related to deferred taxes reflect our conversion from an S Corporation to a C Corporation on a pro forma basis:

DEFERRED TAX ASSETS:

Allowance for doubtful accounts.....	\$ 375
Inventory reserve.....	1,435
Unicap.....	1,416
Accrued legal expenses.....	250
Store closing expenses.....	54
Deferred compensation.....	1,114
Deferred interest.....	38

Total.....	4,682
	=====
Pro forma deferred tax asset at 34%.....	\$1,592
To reflect portion whose basis will be revalued in purchase accounting (79.2% of \$1,592).....	\$1,261
	=====

(c) To record cost in excess of acquired net assets:

Purchase price.....	\$136,450
Less: Golfsmith net assets acquired(1).....	(44,014)
Allocation of deferred financing costs (see footnote (d)).....	(7,100)
Deferred taxes and adjustments to deferred rent(2).....	(2,978)
EITF 88-16 denial (assets remain at historical cost).....	(17,733)

Cost in excess of acquired net assets(3).....	\$ 64,625
	=====

(1) Represents Golfsmith's historical book value of \$37,056 plus the net assets and liabilities not acquired comprised of cash, long-term debt, deferred financing costs and minority interest.

(2) The pro forma balance sheet includes (i) the deferred taxes impact related

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to changing from an S Corporation to a C corporation as denoted in footnote (b) above; and (ii) a reduction of deferred rent of \$1.7 million resulting in a \$450,000 carryover basis liability (20.8% of the carryover interest).

- (3) The excess of the purchase consideration over the historical basis of the net assets acquired will be applied to revalue assets to their fair market value to the extent of Atlantic Equity Partners III's 79.2% ownership in Holdings. No appraisals of assets have yet been performed and all of the excess of purchase consideration over the net assets is being presented as cost in excess of acquired net assets. Subsequent valuation analysis could potentially affect the purchase price allocation made herein.

(d) The adjustment reflects the following:

Capitalized financing costs.....	\$ 7,100
Write-off of unamortized financing costs on existing debt...	(1,822)

	\$ 5,278
	=====

The \$7.1 million reflects the capitalized portion of fees and expenses anticipated to be paid in connection with the sale of the 8.375% senior secured notes. Total estimated fees and expenses are expected to approximate \$12.0 million, the remaining \$4.9 million of which will be recorded as a reduction of stockholders' equity. Such estimated fees and expenses consist of (1) fees and expenses related to the merger, including bank commitment fees and underwriting discounts and commissions, (2) professional

40

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

NOTES TO UNAUDITED PRO FORMA COMBINED CONDENSED BALANCE SHEET -- (CONTINUED)

and advisory and investment banking fees and expenses, and (3) miscellaneous fees and expenses such as printing and filing fees. The \$1.8 million write-off relates to unamortized financing costs related to Golfsmith's 12% senior subordinated notes and existing credit facility, which were repaid concurrent with the merger.

(e) The pro forma adjustments to long-term debt reflect the following:

8.375% senior secured notes.....	\$ 75,000
Repayment of existing long-term debt outstanding.....	(26,659)

	\$ 48,341
	=====

(f) This adjustment reflects the elimination of the existing minority interest as this obligation was satisfied in its entirety.

(g) The pro forma stockholders' equity account has been determined as follows:

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Equity contributed by Atlantic Equity Partners III, L.P.....	\$ 48,679
Carryover equity retained by Golfsmith stockholders and management (20.8% of \$37,056).....	7,700
Net costs associated with the retirement of Golfsmith's existing long-term debt and minority interest.....	(807)
Less deemed dividend to Golfsmith stockholders and management (20.8% of \$52,158) (1).....	(10,838)
Less transaction related expenses charged to equity.....	(1,017)

	\$ 43,717
	=====

(1) Represents the cash on the historical Golfsmith balance sheet plus the net proceeds of the new debt, offset by cash payments to retire existing debt and minority interest and transaction fees and expenses.

41

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 29, 2001

	HISTORICAL GOLFSMITH	ADJUSTMENTS	PRO
	-----	-----	-----
	(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)		
Net revenues.....	\$229,206	\$ --	\$229
Cost of products sold.....	148,410	--	148
	-----	-----	-----
Gross profit.....	80,796	--	80
Selling, general and administrative.....	66,949	--	66
Store pre-opening/closing expenses.....	655	--	
	-----	-----	-----
Total operating expenses.....	67,604	--	67
Operating income.....	13,192	--	13
Interest expense.....	6,825	3,904 (a)	10
Interest income.....	(597)	597 (b)	
Other income, net.....	(1,031)	--	(1
Minority interest.....	581	(581) (c)	
	-----	-----	-----
Income before income taxes.....	7,414	(3,920)	3
Income tax expense.....	251	937 (d)	1
	-----	-----	-----
Net income.....	\$ 7,163	\$ (4,857)	\$ 2
	=====	=====	=====
Pro forma shares outstanding.....			20
			=====
Pro forma earnings per share.....			\$
			=====

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See accompanying notes to Unaudited Pro Forma Combined Condensed Statement of
Income.

42

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENT OF INCOME FOR THE SIX MONTHS ENDED JUNE 29, 2002

	HISTORICAL GOLFSMITH	ADJUSTMENTS	PRO
	(DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)		
Net revenues.....	\$119,603	\$ --	\$119
Cost of products sold.....	77,291	--	77
	-----	-----	-----
Gross profit.....	42,312	--	42
Selling, general and administrative.....	33,729	--	33
Store pre-opening/closing expenses.....	347	--	
	-----	-----	-----
Total operating expenses.....	34,076	--	34
Operating income.....	8,236	--	8
Interest expense.....	3,122	2,164 (a)	5
Interest income.....	(201)	201 (b)	
Other income, net.....	(2,302)	--	(2)
Minority interest.....	621	(621) (c)	
	-----	-----	-----
Income before income taxes.....	6,996	(1,744)	5
Income tax expense.....	458	1,328 (d)	1
	-----	-----	-----
Net income.....	\$ 6,538	\$ (3,072)	\$ 3
	=====	=====	=====
Pro forma shares outstanding.....			20
			=====
Pro forma earnings per share.....			\$
			=====

See accompanying notes to Unaudited Pro Forma Combined Condensed Statement of
Income.

43

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

NOTES TO UNAUDITED PRO FORMA COMBINED CONDENSED STATEMENT OF INCOME (DOLLARS IN THOUSANDS UNLESS OTHERWISE NOTED)

The accompanying unaudited pro forma combined condensed statements of income have been prepared as if the merger was consummated as of the beginning of fiscal year 2002 (December 30, 2001) and as of the beginning of fiscal year 2001 (December 31, 2000). Pro forma adjustments were made to reflect the:

(a) The pro forma adjustments for interest expense reflect the following:

FOR THE PRO FORMA YEAR ENDED DECEMBER 29, 2001:

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Elimination of historical interest expense relating to existing 12% senior subordinated notes and existing line of credit.....	\$(6,825)
Amortization of debt issuance costs of \$7.1 million and accretion of the \$18.75 million notes discount, over the period of the notes maturity, assuming seven years to maturity.....	2,742
Cash interest expense impact of the notes at the stated rate of 8.375%.....	7,852
Interest expense for assumed borrowings under the senior credit facility.....	135

	\$ 3,904
	=====
FOR THE PRO FORMA YEAR TO DATE PERIOD ENDED JUNE 29, 2002:	
Elimination of historical interest expense relating to existing 12% senior subordinated notes and existing line of credit.....	\$(3,122)
Amortization of debt issuance costs of \$7.1 million and accretion of the \$18.75 million notes discount, over the period of the notes maturity, assuming seven years to maturity.....	1,330
Cash interest expense impact of the notes at the stated rate of 8.375%.....	3,926
Interest expense for assumed borrowings under the senior credit facility.....	30

	\$ 2,164
	=====

At June 29, 2002, we would also incur losses on the extinguishment of the outstanding debt of \$8,765, primarily related to unamortized discount, prepayment penalties and the write-off of debt issuance costs related to the outstanding debt. This loss is not reflected in the pro forma results of operations for the six months ended June 29, 2002 or the year ended December 29, 2001.

(b) Reflects the elimination of historical interest income of \$597 and \$201 for the twelve and six months ended December 29, 2001 and June 29, 2002, respectively, as the merger transaction eliminated our cash balances.

(c) Elimination of minority interest. We would also incur a gain on the elimination of minority interest of approximately \$4,881 as this obligation currently carried at \$12,881 was settled for \$8,000. This gain is not reflected in the pro forma results for the six months ended June 29, 2002 or the year ended December 29, 2001.

(d) Impact of taxes at an estimated 34% domestic rate as if we were a C Corporation for the entire period.

(e) Reflects the issuance of 20.9 million shares of common stock issued in consideration for all outstanding shares of common stock.

The unaudited pro forma combined condensed statements of income do not give effect to a variable compensation charge of \$10.1 million and \$7.6 million for the periods ended December 29, 2001 and June 29, 2002, respectively, relating to a change of control provision in Golfsmith's employee stock option plan. In addition, the unaudited pro forma combined condensed statements of income do not give effect to the additional expenses associated with the write-up of assets to fair value.

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial data as of and for fiscal 1997, 1998, 1999, 2000 and 2001 have been derived from the audited consolidated financial statements of Golfsmith International, Inc., which have been audited by Ernst & Young LLP. The selected consolidated financial data as of and for the six months ended June 30, 2001 and June 29, 2002 have been derived from the unaudited consolidated financial statements of Golfsmith International, Inc. included elsewhere in this prospectus and, in our opinion, reflect all adjustments, consisting of normal accruals, necessary for a fair presentation of the data for those periods. Golfsmith International Holdings, Inc. became the parent company of Golfsmith International, Inc. on October 15, 2002 as a result of the merger. Holdings is a holding company and had no material assets or operations prior to acquiring all of the capital stock of Golfsmith International, Inc. in the merger. Our results of operations for the six months ended June 29, 2002 may not be indicative of results that may be expected for the full year. You should read the information set forth below in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and related notes included elsewhere in this prospectus.

	FISCAL YEAR					SIX MONTHS END	
	1997	1998	1999	2000	2001	JUNE 30, 2001	JUNE 20
	(DOLLARS IN THOUSANDS, EXCEPT RATIOS)						
RESULTS OF OPERATIONS:							
Net revenues.....	\$175,920	\$257,298	\$275,967	\$239,348	\$229,206	\$125,574	\$119
Cost of products sold....	110,152	165,234	180,828	158,385	148,410	82,056	77
Gross profit.....	65,768	92,064	95,139	80,963	80,796	43,518	42
Selling, general and administrative.....	58,189	81,680	81,101	78,948	66,949	34,506	33
Store pre-opening/closing expenses.....	597	991	493	1,889	655	--	
Total operating expenses.....	58,786	82,671	81,594	80,837	67,604	34,506	34
Operating income.....	6,982	9,393	13,545	126	13,192	9,012	8
Interest expense.....	1,844	4,058	5,775	6,905	6,825	3,475	3
Interest income.....	(20)	(42)	(22)	(82)	(597)	(154)	
Other income, net.....	(153)	(24)	(275)	(449)	(1,031)	(1,129)	(2)
Minority interest.....	--	--	583	(454)	581	505	
Income (loss) before income taxes.....	5,311	5,401	7,484	(5,794)	7,414	6,315	6
Income tax expense (benefit).....	229	195	289	(190)	251	87	
Net income (loss).....	\$ 5,082	\$ 5,206	\$ 7,195	\$ (5,604)	\$ 7,163	\$ 6,228	\$ 6
OTHER FINANCIAL DATA:							
Depreciation and amortization(1).....	\$ 2,194	\$ 4,359	\$ 5,601	\$ 9,118	\$ 6,717	\$ 3,298	\$ 2

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Capital expenditures(2).....	10,487	16,405	9,740	2,107	1,345	527	1
Ratio of earnings to fixed charges(3).....	2.4x	1.6x	1.6x	0.6x	1.6x	2.0x	

45

	FISCAL YEAR					SIX MONTHS END	
	1997	1998	1999	2000	2001	JUNE 30, 2001	JUNE 2002
	(DOLLARS IN THOUSANDS, EXCEPT RATIOS)						

BALANCE SHEET DATA:

Cash and cash equivalents.....	\$ 2,440	\$ 842	\$ 3,023	\$ 11,149	\$ 39,550	\$ 27,186	\$ 31,149
Total assets.....	78,236	103,013	105,882	106,902	111,500	114,792	111,500
Long-term debt.....	8,491	23,833	23,540	37,145	33,720	38,478	26,478
Total stockholders' equity.....	21,082	25,810	33,004	24,921	32,519	31,252	37,000

-
- (1) Excludes the amortization of the debt discount and deferred charges associated with our outstanding 12% senior subordinated notes and the deferred charges associated with our existing credit facility.
 - (2) Capital expenditures consist of total capital expenditures, including capital costs associated with opening new stores.
 - (3) The ratio of earnings to fixed charges is calculated by dividing the fixed charges into net income before taxes plus fixed charges. Fixed charges consist of interest expense, amortization of deferred debt issuance costs and the estimated interest component of rent expense.

46

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL
CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

Golfsmith International Holdings, Inc. became the parent company of Golfsmith International, Inc. on October 15, 2002 as a result of the merger. Holdings is a holding company and had no material assets or operations prior to acquiring all of the capital stock of Golfsmith International, Inc. in the merger. The following discussion and analysis of historical financial condition and results of operations is therefore based on the financial condition and results of operations of Golfsmith International, Inc.

We sell brand name golf equipment from the industry's leading manufacturers including Callaway(R), FootJoy(R), Ping(R), Nike(R), Taylor Made(R) and Titleist(R) as well as our own proprietary brands Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R). We sell through multiple distribution channels consisting of:

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- 24 golf superstores;
- regular mailings of our clubmakers' catalogs, which offer golf club components, and our accessory catalogs, which offer golf accessories, clothing and equipment; and
- golfsmith.com, our online e-commerce website.

We also operate a clubmaker training program and are the exclusive operator of the Harvey Penick Golf Academy, an instructional school incorporating the techniques of the well-known golf instructor, Harvey Penick.

Over the past few years we have implemented a number of initiatives to improve our competitive position and financial performance, including closing under-performing stores, reducing headcount, updating stores, narrowing product assortments and upgrading our technology and infrastructure. While some of these initiatives have reduced sales, we believe that these actions have contributed to improved cash flow, earnings and asset management.

In January 2000 we completed the implementation of a company-wide, integrated management information system. This new system included substantial revisions to, among other areas, our order entry, order fulfillment, point-of-sale and inventory replenishment processes. We encountered difficulties with this new system that resulted in a substantial decline in net revenues and net income in fiscal 2000 due to lost sales, higher customer returns, increased operating costs and higher inventory levels. These difficulties included system slowdowns that made entering orders, shipping and receiving merchandise difficult and, at times, impossible. The slow system performance resulted in lengthy checkout lines, extended call wait times and slow transaction processing causing lost sales as we were unable to process customer requests in a timely manner. Further, the slow performance affected the movement of inventory, processing of sales, generation of management reports and collection of accounts receivables, and resulted in multiple shipments for a single order, inventory shrink, uncollectible receivables and out-of-stock inventory among other problems. We believe these difficulties are behind us and that our systems have improved the efficiency of our operations and lowered our operating costs.

We recognize revenue at the point-of-sale at our stores and at the commencement of delivery for our direct-to-consumer revenues, except that we recognize revenue relating to sales of gift certificates or gift cards when the certificate or card is redeemed.

Our business is highly seasonal with sales peaks during the Father's Day and Christmas Holiday seasons. A substantial portion of our net revenues and an even larger portion of our operating income occur in our second fiscal quarter. You should read the "Risk Factors" section for an explanation of the effects and risks of the seasonality of our business.

Our fiscal year ends on the last Saturday in December and generally consists of 52 weeks, though occasionally our fiscal years will consist of 53 weeks. This will next occur in 2003. Fiscal years 2001, 2000 and 1999 each consisted of 52 weeks. Each quarter of each fiscal year consists of 13 weeks.

CRITICAL ACCOUNTING POLICIES

Management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the

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United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. The estimates and assumptions are evaluated on an on-going basis and are based on historical experience and other various factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

We believe the following critical accounting policies affect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

INVENTORY VALUATION

Inventory value is presented as a current asset on our balance sheet and is a component of cost of products sold in our statement of operations. It therefore has a significant impact on the amount of net income reported in any period. Merchandise inventories are carried at the lower of cost or market. Cost is the sum of expenditures, both direct and indirect, incurred to bring inventory to its existing condition and location. Cost is determined using the weighted-average method. We estimate a reserve for damaged, obsolete, excess and slow-moving inventory and for inventory shrinkage due to anticipated book-to-physical adjustments. We periodically review these reserves by comparing them to on-hand quantities, historical and projected rates of sale, changes in selling price and inventory cycle counts. Based on our historical results, using various methods of disposition, we write down the carrying value of inventories that are not expected to be sold at or above costs. A significant adjustment in these estimates or in actual sales may have a material adverse impact on our net income. Reserves are booked on a monthly basis at 0.5% to 1.0% of net revenues depending on the segment in which the sales occur. Historical shrinkage experience has been within this range, with the exception of fiscal 2000. In fiscal 2000, shrinkage was 1.3% of net revenues due to problems associated with the implementation of our new management information system. In fiscal 2001, inventory shrinkage was 0.74% of net revenues indicating an improvement towards the results we achieved in 1999, with inventory shrinkage of 0.45% of net revenues before the implementation of our new management information system.

LONG-LIVED ASSETS

We evaluate the impairment of the book value of our identifiable intangibles, long-lived assets and related goodwill based on our projection of estimated future undiscounted cash flows annually, as well as whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be recoverable. Factors that are considered by management in performing this assessment include, but are not limited to, our performance relative to our projected or historical results, our intended use of acquired assets and our strategy for our overall business, as well as industry and economic trends. In the event that the book value of intangibles, long-lived assets and related goodwill is determined to be impaired, such impairments are measured using a discount rate determined to be commensurate with the risk inherent in our current business model. To the extent these future projections or our strategies change, our estimates regarding impairment may differ from our current estimates. In accordance with SFAS 142, we determined that our recorded trademarks and intellectual property have definite useful lives averaging 15 years. We therefore continue to amortize our recorded intangible assets.

PRODUCT RETURN RESERVES

We reserve for product returns based on estimates of future sales returns related to our current period sales. We analyze historical returns, current economic trends and changes in customer acceptance of our products when evaluating the adequacy of the reserve for sales returns. Any significant

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increase in merchandise returns that exceeds our estimates could adversely affect our operating results. In addition, we may be subject to risks associated with defective products, including product liability. Our current and future products may contain defects, which could subject us to higher defective product returns, product liability

48

claims and product recalls. Because our allowances are based on historical return rates, we cannot assure you that the introduction of new merchandise in our stores or catalogs, the opening of new stores, the introduction of new catalogs, increased sales over the Internet, changes in the merchandise mix or other factors will not cause actual returns to exceed return allowances. We book reserves on a monthly basis at 2% to 7% of net revenues depending on the distribution channel in which the sales occur. In fiscal 2001, actual returns were 3.7% of net revenues attributable to our direct-to-consumer channel and 6.7% of net revenues attributable to our superstores. We routinely compare actual experience to current reserves and make any necessary adjustments.

DEFERRED CATALOG EXPENSES

Prepaid catalog expenses consist of third party incremental costs, including primarily paper, printing, postage and mailing costs. We capitalize these costs as prepaid catalog expenses and amortize them over their expected period of future revenue stream. We base our estimates of expected future revenue streams upon our historical results. If the carrying amount is in excess of the estimated probable remaining future revenues, we expense the excess in the reporting period.

SELF-INSURED LIABILITIES

We are primarily self-insured for employee health benefits. We record our self-insurance liability based on claims filed and an estimate of claims incurred but not yet reported. If more claims are made than were estimated or if the costs of actual claims increases beyond what was anticipated, reserves recorded may not be sufficient and additional accruals may be required in future periods.

STORE CLOSURE COSTS

When we decide to close a store, we recognize an expense related to the future net lease obligation, non-recoverable investments in related fixed assets and other expenses directly related to the discontinuance of operations. These charges require us to make judgments about exit costs to be incurred for employee severance, lease terminations, inventory to be disposed of, and other liabilities. The ability to obtain agreements with lessors, to terminate leases or to assign leases to third parties can materially affect the accuracy of these estimates.

We closed two stores in fiscal 2000, one store in fiscal 2001 and two stores during the six-month period ended June 29, 2002. These stores were selected for closure by evaluating the historical and projected financial performance of all of our stores in accordance with our store strategy. In each case, the stores that have been closed were the only Golfsmith store in that market and were substantially larger in size than our current store prototype.

IMPACT OF MERGER

On October 15, 2002, BGA Acquisition Corp., a wholly owned subsidiary of Golfsmith International Holdings, Inc., merged with and into Golfsmith International, Inc. We will account for the merger under the purchase method of

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accounting for business combinations. In accordance with the purchase method of accounting, in connection with the merger, Holdings, our parent after the merger, will allocate the excess purchase price over the net value of our net assets between a write-up of certain of our assets, which will reflect an adjustment to the fair values of these assets, and goodwill. The assets that may potentially have fair values adjusted include inventory, property and equipment, certain intangible assets and operating leases. No appraisals of assets have yet been performed and accordingly all of the excess purchase consideration over net assets acquired is being allocated to costs in excess of acquired net assets in our pro forma financial information contained elsewhere in this prospectus. Subsequent valuation analysis will alter the purchase price allocation.

In connection with the merger, we repaid in full our 12% senior subordinated notes for \$34.3 million, which includes approximately \$26.7 million outstanding aggregate principal amount, a prepayment penalty of \$0.8 million, a \$0.6 million payment of accrued interest and a \$6.1 million payment in connection with the

49

unamortized discount due upon repayment, and terminated our secured credit facility. Deferred debt financing costs of \$1.8 million will be written-off in connection with the termination of these agreements. We used the net proceeds of the offering of the old notes to finance part of the cash portion of the merger consideration. In connection with the merger, we entered into a new senior credit facility to fund our future working capital requirements and for general corporate purposes as described below.

As a result of the merger and the offering of the old notes, we currently have total debt in amounts substantially greater than historical levels. This amount of debt and associated debt service costs will lower our net income and cash provided by operating activities and will limit our ability to obtain additional debt financing, fund capital expenditures or operating requirements, open new, or retrofit existing, stores, and make acquisitions.

Historically, we have operated as a Subchapter S corporation under the Internal Revenue Code. Consequently, we have not been generally subject to federal income taxes because our stockholders included our income in their personal income tax returns. Simultaneously with the completion of the merger, we converted from a Subchapter S corporation to a Subchapter C corporation and consequently became subject to federal income taxes in future periods. This conversion will lower our future net income and cash provided by operating activities.

In connection with the merger and prior to completion of the offering of the old notes, all stock options held by our employees vested. As a result, we incurred a non-cash compensation charge equal to the difference between the market value of our common stock and the exercise price of these options at that vesting date. This compensation charge was approximately \$4.5 million. You should read the information set forth under the heading "Unaudited Pro Forma Combined Condensed Financial Statements" for more information relating to the merger and its impact on our financial information.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In October 2001, the Financial Accounting Standards Boards, or FASB, issued Statement of Financial Accounting Standard, or SFAS, 144. SFAS 144 addresses financial accounting and reporting for the impairment or disposal of long-lived assets. It supersedes Statement No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of," and requires that discontinued operations be measured at the lower of the carrying amount or fair value less cost to sell.

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In June 2001, the FASB issued SFAS No. 141, Business Combinations, effective July 1, 2001 and SFAS No. 142, Goodwill and Other Intangible Assets, effective for fiscal years beginning after December 15, 2001. Under the new rules, goodwill and intangible assets deemed to have indefinite lives will no longer be amortized but will be subject to annual impairment tests in accordance with the Statements. Other intangible assets will continue to be amortized over their useful lives.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No. 146 applies to costs associated with an exit activity that does not involve an entity newly acquired in a business combination or with a disposal activity covered by SFAS No. 144. We are required to adopt the provisions of SFAS No. 146 for exit or disposal activities, if any, initiated after December 31, 2002. Management does not believe the adoption of SFAS No. 146 will have an impact on the consolidated financial position or results of operations.

50

RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, statement of operations data expressed as a percentage of net revenues.

	FISCAL 1999 -----	FISCAL 2000 -----	FISCAL 2001 -----	SIX MONTHS ENDED	
				----- JUNE 30, 2001 -----	----- JUNE 29, 2002 -----
Net revenues.....	100.0%	100.0%	100.0%	100.0%	100.0%
Gross profit.....	34.5	33.8	35.3	34.7	35.4
Selling and administrative expenses.....	29.4	33.0	29.2	27.5	28.2
Store pre-opening/closing expenses...	0.2	0.8	0.3	--	0.3
Operating income.....	4.9	0.1	5.8	7.2	6.9
Interest expense.....	2.1	2.9	3.0	2.8	2.6
Interest income.....	(0.0)	(0.0)	(0.3)	(0.1)	(0.2)
Net income (loss).....	2.6	(2.3)	3.1	5.0	5.5

SIX MONTHS ENDED JUNE 29, 2002 COMPARED TO SIX MONTHS ENDED JUNE 30, 2001

For the six-month period ended June 29, 2002, net revenues declined \$6.0 million to \$119.6 million from \$125.6 million for the same period in fiscal 2001. The decline in net revenues was due largely to the closure of one store in 2001, the closure of another store in January of 2002 and lower sales in our direct-to-consumer channel.

For the six-month period ended June 29, 2002, gross profit was \$42.3 million, or 35.4% of net revenues, compared to \$43.5 million, or 34.7% of net revenues, for the same period last year. Gross profit declined due to the lower net revenues offset partially by improved gross profit margins resulting largely from fewer markdowns on discontinued merchandise.

Selling, general and administrative expenses, excluding store pre-opening/closing expenses, declined \$0.8 million to \$33.7 million for the six-month period ended June 29, 2002 from \$34.5 million for the same period in fiscal 2001. Lower selling, general and administrative expenses were the result

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of the closure of two stores, better management of store payroll and other administrative expenses, which decreased by \$2.9 million, offset by a \$0.9 million increase in advertising expenses, \$0.3 million increase in product warranty costs and a \$0.9 million increase in a non-cash charge relating to the one time repricing of outstanding options in July 2000.

During the six-month period ended June 29, 2002, we closed one store in January and one store in May. Store closure expenses were \$0.3 million and primarily consisted of write-downs of leasehold improvements, fixtures, and equipment and lease termination and other disposal costs offset by the recapture of deferred rent expense.

For the six-month period ended June 29, 2002, operating income was \$8.2 million compared to \$9.0 million for the same period in fiscal 2001, as lower sales were only partially offset by higher gross profit margins and lower operating costs.

Other income, net of other expenses was \$2.3 million for six-month period ended June 30, 2002, compared to other income, net of other expenses of \$1.1 million for the same period in fiscal 2001. In March 2002, we sold the rights to certain intellectual property for the Japan market resulting in a \$2.2 million gain. In March 2001, we sold unutilized real estate adjacent to our Austin facilities which resulted in a \$1.1 million gain.

In the first half of fiscal 2001 and 2002, interest expense consisted of costs related to senior subordinated notes, a mortgage note and a bank line of credit. Interest expense was \$3.1 million and \$3.5 million for the six-month periods ended June 29, 2002 and June 30, 2001, respectively. Interest expense declined as a result of lower borrowings in fiscal 2002 compared to fiscal 2001. These notes and lines of credit were repaid in

51

connection with the merger as discussed under "--Liquidity and Capital Resources" below. For the six-month periods ended June 29, 2002 and June 30, 2001, interest income was \$0.2 million in both periods.

Historically, we have elected to be treated as a Subchapter S Corporation under the Internal Revenue Code. Consequently, we have not generally been subject to federal income taxes because our stockholders include our income in their personal income tax returns. For the first six months of fiscal 2002 income tax expense was \$0.5 million compared to \$0.1 million for the first six months of fiscal 2001, related to our European and Canadian operations, as well as certain state income taxes.

FISCAL 2001 COMPARED TO FISCAL 2000

In fiscal 2001, we had net revenues of \$229.2 million compared to net revenues of \$239.3 million in fiscal 2000. The decline in net revenues was due to the closure of two stores in 2000 and one in 2001, soft consumer demand in some of our markets, reduced catalog prospecting, and a narrowing in product assortments, offset partially by an increase in existing store sales due in part to the absence of system problems which lowered sales in 2000.

Gross profit in fiscal 2001 was \$80.8 million, or 35.3% of net revenues, compared with \$81.0 million, or 33.8% of net revenues in fiscal 2000. Compared to fiscal 2000, gross profit margin increased as we increased sales of our proprietary branded products and upgraded our management information systems. This upgrade resulted in reduced in- and out-bound freight costs, lower handling costs and fewer product returns. These lower costs were partially offset by markdowns on discontinued merchandise as we narrowed select merchandise

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assortments and closed under-performing stores.

Selling, general and administrative expenses, excluding store pre-opening and closing expenses, in fiscal 2001 declined \$12.0 million to \$66.9 million, or 29.2% of net revenues, from \$78.9 million, or 33.0% of net revenues, in the fiscal 2000. Lower selling, general and administrative expenses were the result of reduced catalog circulation costs, particularly in prospecting for new customers, which decreased by \$4.4 million, and better management of store payroll and other administrative expenses, which decreased by \$7.6 million.

In fiscal 2001, we closed one, and began the closure of another, under-performing store. Both stores were the only store we operated in each of their markets and as a result, both suffered from advertising and operating inefficiencies. These two stores accounted for \$4.7 and \$5.7 million in net revenues and \$1.0 and \$0.5 million in operating losses in fiscal 2001 and 2000, respectively. Store closure expenses were \$0.7 and \$1.9 million in fiscal 2001 and 2000, respectively, and primarily consisted of writedowns of leasehold improvements, fixtures, and equipment and lease termination and other disposal costs.

Despite the lower net revenues in fiscal 2001, higher gross profit margins and lower operating costs increased our operating income by \$13.1 million to \$13.2 million, or 5.8% of net revenues, in fiscal 2001 compared to \$0.1 million or 0.1% of net revenues, in fiscal 2000. This increase was due to increased operating efficiencies, lower store payroll and other administrative expenses, better gross profit margins, lower advertising spending, and the elimination of system conversion problems experienced during fiscal 2000.

Other income, net of other expenses was \$1.0 million in fiscal 2001 compared to other income, net of other expenses of \$0.4 million in fiscal 2000. In both years, other income primarily related to gains from the sale of unutilized real estate adjacent to our Austin facility. The gain on the sale of real estate was \$1.1 million and \$1.0 million in fiscal 2001 and 2000, respectively. In fiscal 2000, other expenses included \$0.6 million for the write-off of software for e-commerce web sites.

In fiscal 2001 and 2000, interest expense consisted of costs related to our senior subordinated notes and borrowings under our senior credit facility. Interest expense was \$6.8 million and \$6.9 million in fiscal 2001 and 2000, respectively. Interest income increased \$0.6 million due to higher balances of marketable securities resulting from cash provided by higher earnings and reduced working capital requirements. These notes and lines of credit were repaid in connection with the merger as discussed under "--Liquidity and Capital Resources" below.

52

Historically, we have elected to be treated as a Subchapter S Corporation under the Internal Revenue Code. Consequently, we have not generally been subject to federal income taxes because our stockholders include our income in their personal income tax returns. Fiscal 2001 income tax expense of \$0.3 million and fiscal 2000 income tax benefit of \$0.2 million include the result of foreign taxes relating to our European and Canadian operations, as well as certain state income taxes.

FISCAL 2000 COMPARED TO FISCAL 1999

During fiscal 2000, we experienced a significant decline in net revenues and net income due in large part to problems associated with the implementation of a new management information system. This implementation included substantial revisions to, among other areas, our order entry, order fulfillment,

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point-of-sale and inventory replenishment processes. As described above, problems with the new system were encountered which resulted in lost sales, higher customer returns, increased operating costs, and higher working capital levels.

Fiscal 2000 net revenues decreased \$36.7 million to \$239.3 million compared to \$276.0 million in fiscal 1999 due to (1) problems encountered in implementing a new management information systems, which caused abnormally high merchandise out-of-stocks, high call abandon rates, and lengthy checkout times; (2) the closure of two stores; (3) reduced advertising; (4) soft consumer demand in some of our markets; and (5) lower catalog circulation (down 18%) resulting from our planned scale back in catalog prospecting, partially offset by a full year of sales from four stores opened in fiscal 1999.

Gross profit in fiscal 2000 was \$81.0 million, or 33.8% of net revenues, compared to \$95.1 million, or 34.5% of net revenues in fiscal 1999. Gross profit declined due to increased freight and handling costs and promotional pricing to liquidate excess inventory, arising largely from difficulties from the installation of our new management information systems.

Selling and administrative expense, excluding store pre-opening and closing expenses, in fiscal 2000 was \$78.9 million, or 33.0% of net revenues, compared to \$81.1 million, or 29.4% of net revenues, in fiscal 1999. The increase in selling and administrative expenses as a percentage of net revenues was attributable primarily to difficulties arising from the new business systems, less productive catalog mailings and expenses relating to the opening of four new stores in fiscal 1999.

During fiscal 2000, we expensed \$1.9 million related to the closure of two stores and the write-down of certain assets at three other stores. The closed stores were closed because they were the only stores we operated in each of their markets and therefore suffered from certain advertising and operating inefficiencies. Their large size made renovation to our new prototype unfeasible. Store closure expenses during fiscal 2000 were comprised of \$1.2 million in non-cash expenses, primarily the write-off of tenant improvements and store fixtures. During fiscal 1999, we incurred \$0.5 million associated with pre-opening expenses for four new stores.

Lower net revenues and gross profits and an inability to reduce operating expenses proportionately with the decline in sales caused our operating income to decline \$13.4 million to \$0.1 million, or 0.1% of total revenues, in fiscal 2000 compared to \$13.5 million, or 4.9% of total revenues, in fiscal 1999. Operating income declined as a result of the lower net revenue and increased operating costs associated with difficulties encountered in connection with the conversion to a new management information systems and soft consumer demand in some of our markets, particularly in our direct-to-consumer channel.

Other income, net of other expenses was \$0.4 million in fiscal 2000 compared to other income, net of other expenses of \$0.3 million in fiscal 1999. In fiscal 2000, we generated a \$1.0 million gain from the sale of unutilized real estate adjacent to our Austin facility, partially offset by a \$0.6 million write-off of obsolete software previously acquired to upgrade the operations of our e-commerce website.

Interest expense for fiscal 2000 and 1999 was \$6.9 million and \$5.8 million, respectively. Interest expense increased in fiscal 2000 due to both higher borrowings and an increase in the interest rates.

In fiscal 2000, we entered into a new loan agreement providing for term loan borrowings of \$15.0 million and revolver borrowings up to \$40.0 million, subject to certain limitations. This agreement replaced mortgage

notes and a 1997 credit agreement that provided borrowings up to \$46.0 million that expired in fiscal 2000. These facilities were repaid in connection with the merger as discussed in "Liquidity and Capital Resources" below.

We reported an income tax benefit of \$0.2 million in fiscal 2000 and income tax expense of \$0.3 million in fiscal 1999 for state income taxes and foreign taxes relating to the our European and Canadian operations.

LIQUIDITY AND CAPITAL RESOURCES

In fiscal 2001, cash provided by operating activities increased \$37.8 million to \$41.5 million from \$3.7 million in fiscal 2000. In the six-month period ended June 29, 2002, cash provided by operating activities was \$1.9 million as compared to \$22.9 million in the six-month period ended June 30, 2001. This decrease in operating cash was primarily attributable to reductions in inventory and accounts receivable. The decrease in inventory was primarily due to a rationalization of merchandise assortments, improved inventory management, and the closure of one store and the preparation for the closure of a second store. Lower accounts receivable was primarily attributable to the elimination of problems accompanying the system conversion and lower sales under the company's deferred billing programs.

In fiscal 2000, cash provided by operating activities decreased \$16.1 million to \$3.7 million from \$19.8 million in fiscal 1999. The decrease in operating cash was primarily attributable to lower earnings and higher receivables, offset partially by lower inventory.

Net cash provided by investing activities was approximately \$0.1 million in fiscal 2001 and \$2.3 million in the six month period ended June 29, 2002, as the proceeds from the sale of excess real estate and trademarks were offset by capital expenditures, as compared to \$1.0 million used in investing activities in fiscal 2000 and \$0.9 million provided by investing activities in the six-month period ended June 30, 2001. In fiscal 2001, capital expenditures included \$0.5 million to retrofit existing stores, \$0.5 million for systems development projects (including the Internet), and \$0.1 million for distribution and facility infrastructure projects. In the six-month period ended June 29, 2002 capital expenditures included \$0.2 million to retrofit existing stores, \$0.3 million for new stores and \$0.4 million for system development projects.

Net cash used in investing activities decreased \$8.7 million in fiscal 2000 to \$1.0 million from \$9.7 million in fiscal 1999. In fiscal 2000 capital expenditures related primarily to retrofitting existing stores and systems development projects, including our e-commerce website. Net cash provided by investing activities increased \$1.4 million in the six-month period ended June 29, 2002 to \$2.3 million from \$0.9 million in the same period in the prior year.

In fiscal 2001, net cash used in financing activities was \$13.1 million, comprised primarily of \$7.1 million for the repayment on lines of credit net of borrowings and \$6.0 million for the repayment of long-term debt. In the six-month period ended June 29, 2002, net cash used in financing activities was \$12.5 million, comprised primarily of \$8.9 million for the repayment of long-term debt and \$3.2 million for dividends paid.

In fiscal 2000, cash provided by financing activities was \$5.6 million, comprised primarily of \$14.3 million in borrowings (\$15.0 million in gross proceeds less \$0.7 million in debt placement costs) in long-term debt offset by \$6.1 million in debt repayments, and \$2.5 million in dividends paid. In the six-month period ended June 29, 2001, cash used in financing activities was \$7.6 million, comprised primarily of \$7.2 million for repayment on lines of credit

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net of borrowings and \$0.4 million for the repayment of long-term debt.

In the six-month period ended June 29, 2002, we opened one additional store and incurred store pre-opening expenses of \$86,000 and \$0.3 million in capital expenditures. We expect to open two additional stores during the remainder of fiscal 2002. Subject to our ability to generate sufficient cash flow, we currently plan to spend \$5.0 million to \$7.0 million to open additional stores and/or retrofit existing stores in fiscal 2003. However, to the extent that we use capital for acquisitions, our budget for store openings and retrofittings will be reduced. Typically, we estimate that we incur \$0.6 million in net working capital costs and \$0.6 million in capital expenditures in connection with the opening of a new store. These amounts are estimates and actual store opening costs may vary.

54

Historically, our principal sources of liquidity have consisted of cash from operations and financing sources. In fiscal 2000, we entered into a credit facility providing for term loan borrowings of \$15.0 million and revolver borrowings up to \$40.0 million, subject to certain limitations. The term loan was secured by a pledge of the company's land and buildings. The revolver was secured by a pledge of our inventory, receivables, and certain other assets, and may be repaid and re-borrowed from time to time until such maturity date subject to the satisfaction of certain conditions. In fiscal 1998, we issued in a private placement \$30.0 million of our 12% senior subordinated notes and partnership interests that may be converted into warrants to purchase shares of our common stock under certain circumstances. In connection with the merger, we repaid in full the 12% senior subordinated notes and all amounts outstanding under our existing credit facility.

Concurrently with the offering of the old notes, we entered into a new revolving credit facility with \$9.5 million availability (after giving effect to required reserves of \$500,000), subject to customary conditions, to fund our working capital requirements and for general corporate purposes. This credit facility is secured by a pledge of our inventory, receivables, and certain other assets. As of October 31, 2002, the revolver was undrawn. Borrowings under the revolver are expected to increase as working capital increases in anticipation of important selling periods in late spring and in advance of the Christmas holiday, and then decline following these periods. In the event sales results are less than anticipated and our working capital requirements remain constant, the amount available under the new senior credit facility may not be adequate to satisfy our needs. If this occurs, we may not succeed in obtaining additional financing in sufficient amounts and on acceptable terms. Our ability to borrow under our new credit facility is limited in some circumstances. You should read "Risk Factors -- The lenders under our credit facility may limit our ability to borrow under our senior credit facility" for more information.

After giving effect to the merger and the offering of the old notes, our future contractual obligations related to long-term debt and noncancellable operating leases at June 29, 2002 would have been as follows:

CONTRACTUAL OBLIGATIONS	PAYMENTS DUE BY PERIOD				
	TOTAL	LESS THAN 1 YEAR	1-3 YEARS	4-5 YEARS	AFTER 5 YEARS
(IN THOUSANDS)					
Long-term debt.....	\$ 93,750	\$ --	\$ --	\$ --	\$ 93,750

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Operating leases.....	67,111	7,163	15,017	14,598	30,333
	-----	-----	-----	-----	-----
TOTAL.....	\$160,861	\$7,163	\$15,017	\$14,598	\$124,083
	=====	=====	=====	=====	=====

We expect that our principal uses of cash for the next several years will be interest payments on the notes and the senior credit facility, capital expenditures, primarily for new store openings, possible acquisitions (to the extent permitted by the lenders under our senior credit facility and under the indenture) and working capital requirements. We believe that cash from operations will be sufficient to meet our expected debt service requirements, planned capital expenditures, and operating needs. However, we have limited ability to obtain additional debt financing to fund working capital needs and capital expenditures should cash from operations be insufficient. If cash from operations is not sufficient, we can not assure you that we will be able to obtain additional financing in sufficient amounts and on acceptable terms. You should read the information set forth under "Risk Factors" for a discussion of the risks affecting our operations.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks, which include changes in U.S. interest rates and, to a lesser extent, foreign exchange rates. We do not engage in financial transactions for trading or speculative purposes.

Interest Rate Risk

The interest payable on our existing credit facility is based on variable interest rates and therefore affected by changes in market interest rates. If interest rates on existing variable rate debt rose 10%, our results from operations and cash flows would not be materially affected.

55

Foreign Currency Risks

We purchase a significant amount of products from outside of the U.S. However, these purchases are primarily made in U.S. dollars and only a small percentage of our international purchase transactions are in currencies other than the U.S. dollar. Any currency risks related to these transactions are deemed to be immaterial to us as a whole.

We operate a fulfillment center in Toronto, Canada and a sales, marketing and fulfillment center near London, England, which exposes us to market risk associated with foreign currency exchange rate fluctuations. At this time, we do not manage the risk through the use of derivative instruments. A 10% adverse change in foreign currency exchange rates would not have a significant impact on our results of operations or financial position.

56

BUSINESS

OVERVIEW

Carl Paul founded our company in 1967 when he began providing clubmakers with the components necessary to offer custom-made golf clubs at a time when most golfers could only purchase ready-made, off-the-shelf equipment. In order to capitalize on this market opportunity, we helped pioneer the golf club components industry by designing and selling a line of components and supplies

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(principally golf clubheads, shafts, grips and tools) for custom clubmakers through our clubmakers' catalog. Over the years we have complemented and expanded our operations by opening our first retail outlet in 1972, mailing our first general golf product catalog in 1975, opening our first superstore in 1992, opening the Harvey Penick Golf Academy in 1993 and launching golfsmith.com in 1997.

We believe we are one of the largest, multi-channel, specialty retailers of golf equipment and related accessories in the industry and are an established designer and marketer of golf equipment. We have a 35-year history as a retailer in the golf industry. We offer equipment from leading manufacturers, including Callaway(R), Cobra(R), FootJoy(R), Nike(R), Ping(R), Taylor Made(R) and Titleist(R). In addition, we offer our own proprietary brands, including Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R). We market our products through 24 superstores as well as through our direct-to-consumer channel, which includes our clubmaking and accessory catalogs and our Internet site. For fiscal 2001 and the six months ended June 29, 2002, we generated net revenues of \$229.2 million and \$119.6 million, respectively.

We offer a complete line of golf equipment and related accessories through our multiple distribution channels. Our superstores and our direct-to-consumer catalogs and Internet site accounted for approximately 56.9% and 40.3% of our net revenues for fiscal 2001, respectively.

INDUSTRY OVERVIEW

The golf industry has a base of over 26 million participants in the United States and is expected to grow steadily at 1% to 2% annually over the next ten years. In addition to stability and growth, the golf industry is characterized by a base of core participants and favorable demographic trends. The typical golfer is male, just over 40 years old, has a household income of more than \$70,000, and plays 22 rounds of golf per year. As the typical golfer ages and has more time and disposable income, the golf retailing industry is poised to benefit. This consumer base of over 26 million mostly affluent golfers spends approximately \$6 billion annually on golf products, including range balls. In addition, there are a number of trends indicating that the golf industry will continue to grow through the next decade, including growth of the two largest segments of the American population, the 40 to 60 year old age group (the group that generally plays the most rounds and spends the most money on golf) and people in their 20s (the age when many people start playing golf), and increased interest in golf by women, junior and minority golfers.

The retail infrastructure in the golf industry is highly fragmented. The leading retail channel for golf equipment, apparel and accessories is the specialty off-course distribution channel, which includes Golfsmith, other large golf-focused retailers and golf specialty shops not located at a golf course. The specialty off-course channel accounts for over 40% of all retail golf sales in 2000.

BUSINESS STRENGTHS

Multi-Channel Market Leadership. We use a multi-faceted marketing strategy, which leverages our established position in the golf industry. Our distribution channels consist of our 24 superstores and our direct-to-consumer channel, which includes our clubmaking and accessory catalogs and our Internet site. This approach allows for strong sales due to the complementary nature of our channels and higher margins as we leverage our overhead and infrastructure across both channels. In addition, we believe our own high margin, vertically-integrated, proprietary product brands, Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R), benefit from traffic created by third-party manufacturers marketing their brand name golf equipment that we sell and the general marketing of our stores, catalogs, website and instructional golf

academy.

57

Premier Brand Recognition. Through 35 years of operations serving the golf industry and our multiple distribution channels, we believe we have built substantial brand equity with golfers ranging from golfers who build custom clubs to golfers who seek to improve their games through the major brands' latest equipment offerings. We have a long history in product development and design of golf club components. In addition, through our regular interaction with clubmakers, we believe we stay attuned to new developments in club design and player specifications.

Portfolio of Proprietary Brands. Sales of our proprietary brands, including components, constituted over 20% of our net revenues in fiscal 2001. These brands generate substantially higher gross profit margins than products we sell that are produced by other manufacturers. We offer a wide range of quality products under several different well known brand names, which allows us to supply beginning, casual and advanced players along various price points. In addition to being an attractive source of revenue and profits, we believe that our portfolio of vertically-integrated, proprietary brands enhances the appeal of our superstores and direct-to-consumer channels and differentiates us from our competitors.

Advanced Infrastructure. We have made significant investments in our information systems and supply-chain capabilities, which have improved the efficiency of our order fulfillment and inventory management capabilities. Our 240,000 square foot shipping facility, warehouse and distribution center at our Austin, Texas-based headquarters allows us to support our network of superstores, catalog and Internet customers and should enable us to handle our expected growth with minimal additional infrastructure. Through our implementation of an ERP information system in fiscal 2000, we improved reporting, reduced our inventory levels by 29% from the year end of fiscal 1999 to the year end of fiscal 2001, and reduced order processing costs, payroll, and corporate overhead. The lower inventory levels are the result of our ability to better manage inventory at our distribution center and at all of our retail stores.

Proven Management Team with Significant Equity Stake; Relationship with First Atlantic. We have a strong management team that combines in-depth knowledge of the golf industry with substantial large-store retailing experience. Our senior management team has an average of over 15 years of industry experience and an average tenure with us of over 14 years. Jim Thompson is our chief executive officer. Mr. Thompson and his management team have had responsibility for many of our day-to-day operations over the last few years. Messrs. Carl Paul and Franklin Paul, our founders, along with our management team, own approximately 20.1% of Holdings' common stock on a fully diluted basis and Atlantic Equity Partners III, L.P., a limited partnership operated by First Atlantic Capital Ltd., owns approximately 79.2% of Holdings' common stock on a fully diluted basis. In connection with the merger, we entered into a management consulting agreement with First Atlantic. Under the agreement, First Atlantic is available to advise us in connection with proposed financial transactions, acquisitions and other senior management matters. The management consulting agreement is more fully described under "Related Party Transactions -- Management Consulting Agreement."

Significant Expansion Opportunities. We intend to expand and open additional stores. Based on our experience to date, we expect to spend approximately \$1.2 million to open each additional superstore. In addition to internal growth opportunities, we believe that as the golf industry continues to divide into premium brands and secondary brands, we will have opportunities to

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acquire companies and market selected brands through our retail distribution network. From time to time, we evaluate opportunities to make acquisitions in our industry. We believe that by controlling certain product offerings from conception through delivery to the customer, we control brand image, product differentiation, distribution, prices and margins, and in so doing, establish an advantage over our competitors.

BUSINESS STRATEGY

The primary objectives of our business plan are:

- to expand our store base by adding stores in existing or new markets;
- to leverage our existing infrastructure, scale, proprietary brands and multi-channel distribution model to increase market share;

58

- to modify certain larger stores and open new stores using a smaller, more productive layout that increases our profitability and lowers per-store capital investments, while continuing to provide customers with value, product selection, services and a superior shopping environment;
- to capture market segments that are under-served by major brands through the design and development of proprietary equipment; and
- to expand our direct-to-consumer distribution channel by improving customer acquisition and retention initiatives, and by offering an enjoyable on-line shopping experience to our customers.

PRODUCTS AND SUPPLIERS

We believe the breadth of our product offerings and our ability to focus these offerings to compete with major brands' most profitable product lines gives us a competitive advantage. We currently derive over half of our net revenues from clubs and components and a large portion of our club sales are of our own proprietary brands, which have significantly higher gross profit margins than products from original equipment manufacturers. Our products include golf clubs and club components, club bags, golf gloves, golf shoes, and golfing apparel.

ORIGINAL EQUIPMENT MANUFACTURERS

We offer a large selection of golf equipment from leading manufacturers, including, but not limited to, Callaway(R), Cobra(R), FootJoy(R), Nike(R), Ping(R), Taylor Made(R) and Titleist(R). We enjoy strong relationships with many of the major equipment vendors in the industry. These relationships, combined with our multi-channel distribution model, provide us access to product offerings that are not readily available to all of their customers and lower our cost of products sold. As a result of these relationships, we can offer unique merchandise to our customers while also achieving higher gross profit margins.

We have a diverse network of suppliers. In fiscal 2001, Callaway Golf, Taylor Made/Adidas Golf and the Fortune Brands family of companies supplied 13%, 11% and 11%, respectively, of our consolidated purchases. No other single supplier accounted for more than 10% of our consolidated purchases during fiscal 2001. Our top ten suppliers for fiscal 2001 were as follows:

TOP 10 SUPPLIERS

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Adams Golf
 Asian Contract Manufacturer
 Callaway Golf
 Nike
 Ping
 Spalding
 Taylor Made/Adidas Golf
 Fortune Brands (Titleist/Cobra Golf)
 True Temper
 Winn, Inc.

PROPRIETARY BRANDS

We are the registrant of over 80 trademarks and service marks in more than 30 countries including Golfsmith(R), Lynx(R), Snake Eyes(R), Black Cat(R), Killer Bee(R), Crystal Cat(R), Parallax(R), Predator(R) and Tigress(R). Our trademarks are generally valid as long as they are properly in use in commerce. The registrations are valid as long as they are properly maintained and the registered marks have not become generic, abandoned nor the registrations obtained fraudulently. We amortize our trademarks and other intellectual property on a straight-line basis over 15 years. We are also the owner of six registered domain names.

We focus on developing products that are high-quality and designed to increase the penetration of our private label offerings, fill a niche or gap in the premium brand product offerings, and appeal to custom clubmakers and enhance our status as equipment design experts. Three of these private labels were added in fiscal 1998 when we purchased assets of three well-known golf companies: Lynx Golf Inc., Snake Eyes Golf Clubs Inc. and Black Rock Golf Corp., the manufacturer of the Killer Bee(R) line. These companies' three equipment lines are now proprietary brands included in all of our multiple retail channels. We source 100% of our proprietary equipment from low cost contract manufacturers in Asia, and these suppliers manufacture our equipment according to our specifications.

59

SALES AND DISTRIBUTION

SUPERSTORES

We are exploring various market expansion opportunities for our superstores. We intend to locate superstores in clusters in either existing markets or in markets that we determine can adequately support a cluster of stores. We opened our first golf superstore in 1992 and currently operate 24 superstores in or around the following metropolitan areas:

LOCATION -----	SIZE (SQ. FT.) -----	DATE OPENED -----
Atlanta, Georgia.....	25,139	December 1997
Atlanta, Georgia.....	26,021	July 1998
Austin, Texas.....	30,000	December 1996(1)
Austin, Texas.....	28,000	April 1998
Chicago, Illinois.....	20,457	November 1997
Chicago, Illinois.....	30,036	November 1997
Chicago, Illinois.....	25,000	May 1998
Columbus, Ohio.....	24,043	April 1998
Dallas, Texas.....	17,949	May 1996

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Dallas, Texas.....	25,046	May 1998
Dallas, Texas.....	25,018	June 1998
Denver, Colorado.....	25,505	July 1996
Denver, Colorado.....	25,003	June 1997
Detroit, Michigan.....	21,000	June 1999
Detroit, Michigan.....	22,583	April 1999
Houston, Texas.....	17,282	April 1995
Houston, Texas.....	25,000	August 1997
Los Angeles, California.....	24,000	December 1999
Los Angeles, California.....	30,000	July 1999
Los Angeles, California.....	10,800	June 2002
Minneapolis, Minnesota.....	25,775	March 1998
Moorestown, New Jersey.....	20,700	September 1997
Phoenix, Arizona.....	11,795	July 1997(2)
Phoenix, Arizona.....	25,168	October 1998

- (1) Originally opened in November 1992 as a 15,608 sq. ft. store.
- (2) Originally opened in 1997 as a 30,400 sq. ft. store and was relocated and downsized to 11,795 sq. ft. in August 2002.

Our superstores range in size from approximately 11,000 to 30,000 square feet. Our superstores feature a wide selection of golf equipment from major name brand manufacturers and also serve as the primary retail outlet in the United States for our proprietary branded equipment. Our superstore format enables us to provide customers a superior shopping experience and a wide selection of products. Our superstores also cater to golf and sports enthusiasts by providing golf simulators, indoor driving nets, computerized swing analyzers, putting greens and TV monitors that display golf and major sporting events. In addition, our superstores offer components, clubmaking tools, supplies and on-site custom clubfitting and technical support, which we believe differentiates our stores from those of our competitors.

60

We plan to modify selected larger superstores into a smaller, more productive layout that we believe will lower our operating costs and capital requirements and increase our profitability while providing customers with a superior shopping environment. In June 2002, we opened our first smaller format superstore in Pasadena, California, and in August 2002, we relocated an existing 30,400 square foot store in Phoenix Arizona to a new 11,795 square foot store featuring elements of our new store prototype. The new superstore design enhances sight lines and visual merchandising, while decreasing inventory requirements and new store capital costs. We believe the newly configured stores will enhance our customers' shopping experience. Additional benefits of the reconfiguration of the superstores are improved merchandise presentation, better store coverage with fewer personnel and lower inventory and occupancy cost.

We expect to open two additional stores during the remainder of fiscal 2002. Subject to our ability to generate sufficient cash flow, we currently plan to spend \$5.0 million to \$7.0 million to open additional stores and/or retrofit existing stores in fiscal 2003. However, to the extent that we use capital for acquisitions, our budget for store openings and retrofittings will be reduced.

We intend to selectively expand our existing store base in existing or new markets where we can build upon our existing store base and capture share from weaker competitors. The criteria for the selection of new superstore locations include:

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- demographic characteristics with a high number of avid golfers and above average annual household incomes;
- visibility from and access to highways or other major roadways;
- the ability to obtain favorable lease terms; and
- co-tenants that are likely to draw customers whom we would otherwise target within the site's relevant market.

After we have identified a potential site, we assess the cost of the site and carefully examine the projected profitability and returns generated from opening the additional stores.

Our superstores accounted for approximately 56.9% and 55.3% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

DIRECT-TO-CONSUMER

Through our direct-to-consumer distribution channels, we provide customers our extensive offering of products, including equipment, apparel, accessories, and clubmaking components and tools. Our direct-to-consumer channels accounted for approximately 40.3% and 41.5% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

Catalogs. Our principal publications are the Golfsmith Accessory Catalog and the Golfsmith Clubmaking Catalog. We have developed a proprietary customer database of over 4 million names, which we believe is the largest in the golf industry. We collect customer names largely through our catalog and online website order processing and to a lesser extent through contests and point-of-sale registers in our superstores. The names and associated sales information are merged periodically into our customer master file. This merge process provides a source of current information to help assess the effectiveness of the catalog and identifies new customers that can be added to our in-house mailing lists.

We are pursuing a more focused strategy in our catalog business in order to increase our net revenue and profitability per circulated catalog. We reduced our catalog distribution by 29.2% from fiscal 2000 to fiscal 2001, cutting our production and distribution costs while growing our net revenue per circulated catalog. Of the four million individuals in our customer database, approximately 730,000 made a purchase from us within the past 24 months. To further enhance the effectiveness of our catalog mailings to individuals in our customer database, we use statistical evaluation and selection techniques to determine which customer segments are likely to contribute the greatest revenue per mailing.

61

Our two catalog titles are designed and produced by our in-house staff of writers, photographers and graphic artists. This enables us to maintain quality control and shorten the lead-time needed to produce the catalogs. The monthly production and distribution schedule of our accessory catalog permits frequent changes in the product selection and price. During fiscal 2001, our accessory catalog contained from 60 to 64 pages for non-peak months and between 64 to 68 pages for the peak seasons of Father's Day and the holiday shopping season.

Internet. We leverage our sizable catalog business through our e-commerce site, www.golfsmith.com. This site combines our broad product offering with a low price guarantee. We are able to offer this low price guarantee and still

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obtain attractive margins by leveraging our multi-channel operations and distribution capabilities. We have an additional website, Lynxgolf.com, which links to www.golfsmith.com. We believe there are many expansion opportunities with respect to our Internet offerings and various aspects of our multi-channel business model, such as:

- extensive database and updated information system infrastructure provides us with an opportunity to provide distinctive Internet offerings, such as personalized marketing and online auctions;
- our desirable, affluent customer base supports the formation of strategic alliances and joint marketing with other organizations;
- our proprietary offering of equipment enables more direct-to-consumer offerings similar to our Lynxgolf.com site; and
- our ability to create website offerings similar to any newly created catalog offerings (e.g., apparel only or corporate focused).

The Internet business complements the superstore business by building customer awareness of our brand and acting as an effective advertising vehicle for new product introductions, unique product offerings, and our proprietary brands. In addition, we believe that this channel acts as a cost efficient means of testing market acceptance of new products.

INTERNATIONAL

Approximately half of the world's golfers reside outside the United States. We work with a group of international distributors to offer golf club components and equipment to clubmakers and golfers in selected regions outside the United States. In the United Kingdom, we sell our proprietary branded equipment through a commissioned sales force directly to retailers. Throughout most of Europe and parts of Asia and other parts of the world, we sell our products through a network of distributors. In fiscal 2001, we shipped products to customers, including through our direct-to-consumer channel, in more than 60 countries. Approximately 1.9%, 2.4%, 2.2% and 2.6% of our net revenues were derived from sales made through our international distributors and our distribution center near London in fiscal 1999, 2000 and 2001 and in the six months ended June 29, 2002, respectively. Although we believe that there are substantial long-term growth opportunities outside the United States, particularly in Japan, Europe, and Canada, our current focus is on our domestic growth opportunities.

HARVEY PENICK ACADEMY

In 1993, we partnered with Austin native and well-known golf instructor, the late Harvey Penick, to form the Harvey Penick Golf Academy. The academy earned a spot in GOLF Magazine's listing of golf's top 25 instructional schools in 1999 and has attracted over 15,000 students since its inception. We believe the academy adds to our quality image and helps contribute to sales at our adjacent Austin superstore. We believe that the strength of the Harvey Penick name and the academy's strong reputation could allow us to open additional Harvey Penick Golf Academies, although we do not currently have plans to open any new academies. The academy accounted for approximately 0.5% and 0.6% of our net revenues for fiscal 2001 and the six months ended June 29, 2002, respectively.

62

RESEARCH AND DEVELOPMENT

We believe we are considered to be among the industry's leaders in product

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development and design of golf club components. We design and develop private label clubs and components. Throughout our 35-year history, our products have incorporated our own innovations in design and materials. Our legacy of product design has made us an established designer of components in the industry. We focus on developing products that are:

- high quality and designed to increase the penetration of our private label offerings;
- fill a niche or gap in the premium brand product offerings; and
- appeal to custom clubmakers and enhance our status as equipment design experts.

MARKETING

We have a multi-faceted marketing strategy that combines direct marketing, local advertising, supplier marketing and endorsement arrangements that maintain Golfsmith as a presence on the professional circuits. We have two major endorsement relationships: one with Ben Crenshaw, who plays and evaluates Lynx(R) clubs, and the other with J.L. Lewis, who plays and evaluates Golfsmith(R) clubs. Former endorsers have included Scott Verplank, Bruce Lietzke, and Payne Stewart.

On the local level, we run newspaper ads to promote superstores and store events. Additional marketing activity occurs during key shopping periods, such as Father's Day and Christmas, and on specific sales and promotional events. On the national level, we participate in cooperative advertising arrangements with our vendors. Along with "vendor buy-ins" to sponsor events, these arrangements have reduced our advertising costs. Also, on the national level, we run printed advertisements in national magazines, such as Golf Digest and Golf Magazine. In conjunction with this year's Masters tournament, which marks the start of the spring buying season, we ran national ads on the Golf Channel and local television ads in select markets to complement our direct marketing campaign. To contain costs and increase effectiveness, we have expanded the use of e-mail for direct marketing.

The catalogs that we distribute annually are also an important marketing tool. The Golfsmith Clubmaking Catalog is distributed to many of our clubmaking catalog customers and reinforces our place in the component market. In addition, we believe the magazine extends the Golfsmith(R) brand and encourages additional sales through the publicity of new product and promotional offerings.

INFRASTRUCTURE

Our order fulfillment infrastructure includes:

- a 100,000 square foot, direct-to-consumer shipping facility and associated warehouse which can handle well over one million packages annually;
- a state-of-the-art, 140,000 square foot distribution center with available capacity to handle all store inventory and order fulfillment requirements during our planned period of growth; and
- new management information systems that fully integrate all aspects of our business and enables us to quickly obtain key operating data.

We also have two smaller distribution facilities in Toronto, Canada and near London, England from which we service our Canadian and European customers.

FACILITIES

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We own our 41-acre Austin, Texas campus, which is home to our general offices, distribution center, call center, clubmaker training facility and Harvey Penick Golf Academy. The Austin campus also includes a golf testing and practice area. This area includes 80 hitting stations, chipping and putting greens, and sand bunkers. With the exception of the Austin superstore at our corporate headquarters, we lease all of our superstores. All

63

leased premises are held under long-term leases with differing provisions and expiration dates. Leases provide for monthly rentals, typically computed on the basis of a fixed amount. Most leases contain provisions permitting us to renew for one or more specified terms. Details of our non-superstore properties and facilities are as follows:

LOCATION -----	SIZE (SQ. FT.) -----	FACILITY TYPE -----	YEAR OPENED -----	OWNED/ LEASED -----
Austin, Texas.....	60,000	Office	1992	Owned
Austin, Texas.....	50,000	Warehouse	1994	Owned
Austin, Texas.....	140,000	Distribution Center	1999	Owned
Austin, Texas.....	50,000	Shipping Facility	1994	Owned
Austin, Texas.....	17 Acres	Driving Range and Training Facility	1992	Owned
Toronto, Canada.....	3,906	Direct-to-Consumer Order Fulfillment Facility	2001	Leased
St. Ives, Cambridgeshire, England.....	15,900	Office, Warehouse and Shipping Facility	2001	Leased

MANAGEMENT INFORMATION SYSTEMS

We have invested more than \$8.0 million in our management information systems over the last four years. This investment provides us with a network and applications that are scalable and easy to use, maintain, and modify. A major portion of the investment was spent replacing most of our legacy systems with a new ERP system. This system provides us with the infrastructure necessary to support continued growth. This infrastructure integrates all major aspects of our business, improves our back-office capabilities, enhances management reporting and analysis capabilities through rapid access to data, lowers operating costs and improves and expands our direct marketing capabilities.

The in-store, point-of-sale system tracks all sales by category, style and item and allows us to routinely compare current performance with historical and planned performance. The information gathered by this system supports automatic replenishment of inventory and is integrated into product buying decisions. We believe that the systems provide us with a competitive advantage through improved customer service and operational efficiency.

Order processing through our website requires minimal human intervention. We ship these orders directly from our shipping facility or from our retail stores depending on product availability.

The majority of our hardware resides at our corporate headquarters. We have implemented redundant servers and communication lines to limit downtime in the event of power outages or other potential problems. System administrators and network managers monitor and operate our network operations and transactions-

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processing systems to ensure the continued uninterrupted operation of our website and transaction-processing systems.

EMPLOYEES

As of June 29, 2002, we employed 1,021 people. From 2000 to 2001 we reduced our employee base by 184 people. We made these workforce reductions by taking advantage of the improved operating efficiencies created through our new operating systems, with the largest employee reduction occurring in the warehouse, the distribution center, and the call center. We believe we have strong relationships with our employee force. None of our work force is unionized. We offer a benefits package to all full-time employees, which includes medical, life, and disability coverage. We believe our benefit packages are competitive with comparable employers.

64

COMPETITION

Our competitors currently include other specialty retailers, mass merchandise retailers, conventional sporting goods retailers, on-course pro shops, and online retailers of golf equipment. These businesses compete with us in one or more product categories. In addition, traditional and specialty golf retailers are expanding more aggressively in marketing brand-name golf equipment, thereby competing directly with us for products, customers and locations. Some of these potential competitors have been in business longer than us or have greater financial or marketing resources than we do and may be able to devote greater resources to sourcing, promoting and selling their products. Several of our key vendors have begun to operate retail stores or websites that sell directly to consumers and may compete with us and reduce our sales. In the specialty off-course segment our primary competitors include retail chains such as Edwin Watts, Golf Galaxy, Pro Golf Discount, Dick's Sporting Goods, Galyan's and Nevada Bobs. Other competitors include on-course pro shops, direct marketers and sporting goods retailers. We compete on the basis of brand image, technology, quality and performance of our products, method of distribution, price, style and intellectual property protection.

ENVIRONMENTAL MATTERS

We are subject to various foreign, federal, state, and local environmental protection, chemical control, and health and safety laws and regulations, and we incur costs to comply with those laws. We own and lease real property, and some environmental laws hold current or previous owners or operators of businesses and real property liable for contamination on or originating from that property, even if they did not know of and were not responsible for the contamination. The presence of hazardous substances on any of our properties or the failure to meet environmental regulatory requirements may materially adversely affect our ability to use or to sell the property or to use the property as collateral for borrowing, and may cause us to incur substantial remediation or compliance costs. If hazardous substances are released from or located on any of our properties, we could incur substantial liabilities through a private party personal injury or property damage claim or a claim by a governmental entity for other damages. The liability may be imposed on us under environmental laws or common law principles.

In addition, some of the products we sell contain regulated substances, such as solvents and lead. Environmental laws may impose liability on any person who disposes of hazardous substances, regardless of whether the disposal site is owned or operated by such person.

Although we do not currently anticipate that the costs of complying with

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environmental laws or otherwise satisfying any current liabilities under environmental laws will materially adversely affect us, we cannot assure you that we will not incur material costs or liabilities in the future, due to the discovery of new facts or conditions, acquisition of new properties, the occurrence of releases of hazardous substances, the filing of new claims, changes in operations, a change in existing environmental laws, adoption of new environmental laws, or new interpretations of existing environmental laws.

LEGAL PROCEEDINGS

We are a party to a number of claims and lawsuits incidental to our business. We believe that the ultimate outcome of such matters, in the aggregate, will not have a material adverse impact on our financial position, liquidity or results of operations.

65

MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

The following table sets forth information regarding our executive officers and directors.

NAME	AGE	POSITION
----	---	-----
James D. Thompson.....	39	Chief Executive Officer, President and Director
Kenneth Brugh.....	52	Vice President -- Operations
Curt Young.....	54	Vice President -- Administration
Barry Rinke.....	38	Vice President -- Marketing
Fred Quandt.....	33	Vice President -- Merchandising
James Grover.....	30	Vice President, Secretary and Director
Noel Wilens.....	39	Vice President and Director
Charles Shaw.....	68	Chairman of the Board
Roberto Buaron.....	56	Director
Thomas G. Hardy.....	57	Director
James Long.....	60	Director
Carl Paul.....	62	Director

James D. Thompson became our chief executive officer and president upon completion of the merger. Mr. Thompson was our senior vice president since September 2000. From August 1999 to September 2000, Mr. Thompson was our vice president of merchandising, and from January 1999 to August 1999 he was director of brand management. From 1998 to 1999, Mr. Thompson was responsible for home computing products for Circuit City. From 1995 to 1998, Mr. Thompson served as senior director, business solutions and in other management positions for CompUSA. From January 1986 to July 1993, he served as national merchant and in other management positions for Highland Superstores.

Kenneth Brugh joined Golfsmith in 1981 and has been our vice president of operations since May 2001. From 1981 to 2001, Mr. Brugh served in positions including vice president, general manager and sales associate.

Curt Young joined Golfsmith in 1975 and has been our vice president of administration since May 2001. From 1975 to 2001, Mr. Young served in positions including vice president of operations.

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Barry Rinke joined Golfsmith in 1985 and has been our vice president of marketing since February 1999. From 1985 to 1999, Mr. Rinke served in such positions including sales associate, manager, call center manager and director of marketing. Mr. Rinke is the son-in-law of Carl Paul, one of our founders and a director.

Fred Quandt joined Golfsmith in 1995 and has been our vice president of merchandising since September 2002. Since 1995, Mr. Quandt has served as our vice president of merchandising and divisional merchandise manager and in various other merchandising positions.

James Grover became a director upon the completion of the merger. Mr. Grover has been a vice president at First Atlantic since August 2000. From July 1998 until August 2000, Mr. Grover was an associate with First Atlantic. Prior to joining First Atlantic in 1998, Mr. Grover was an associate and business analyst at New York Consulting Partners, Inc.

Noel Wilens became a director upon the completion of the merger. Mr. Wilens has been a principal at First Atlantic since May 2001. Prior to that, Mr. Wilens was a general partner and managing director of Bradford Equities Fund, L.L.C., a New York-based private equity firm focused on the acquisition of small and medium size U.S. industrial manufacturers and distributors. Previously, Mr. Wilens was a principal of The Invus Group, Ltd., a private equity firm specializing in food industry acquisitions on behalf of European investors.

66

Charles Shaw became a director upon the completion of the merger. Mr. Shaw has been a managing director at First Atlantic since 2001. From 1997 to 2000, Mr. Shaw was a senior advisor to First Atlantic. He was a senior partner at McKinsey & Company, Inc. for twenty-five of his thirty-five year tenure which ended in 2000. In addition to consulting with many Fortune 500 companies and their international equivalents, Mr. Shaw served on McKinsey's board for eighteen years and had a variety of management positions worldwide. Also, he was deeply involved in investment activities at McKinsey as a trustee of the profit sharing retirement plan and as a member of the investment committee.

Roberto Buaron became a director upon the completion of the merger. Mr. Buaron has been the chairman and chief executive officer of First Atlantic since he founded the firm in 1989. Prior to that, Mr. Buaron was a senior partner with Overseas Partners Inc., a firm which invested international funds in leveraged buyouts in the United States. From 1983 to 1986, Mr. Buaron was a first vice president of First Century, Inc., and a general partner of its venture capital affiliate, First Century Partnership. Prior to joining First Century, Mr. Buaron was a partner of McKinsey & Company, Inc. During his nine-year tenure at McKinsey, Mr. Buaron counseled senior management at a number of Fortune 500 companies on improving their strategic position and operating performance.

Thomas G. Hardy became a director upon the completion of the merger. Mr. Hardy is currently a business advisor to and a director of Lumenis, a leading manufacturer of lasers used for surgical applications. From 1993 to 1999, Mr. Hardy was the president and chief operating officer of Trans-Resources, Inc., a multinational manufacturer and distributor of industrial and organic chemicals. Prior to that, Mr. Hardy was a partner for 15 years with McKinsey & Company, Inc.

James Long became a director upon the completion of the merger. Mr. Long has been a managing director at First Atlantic since 1991. Prior to joining First Atlantic, Mr. Long was a managing director at Kleinwort Benson North America during 1990. From 1975 to 1989, Mr. Long was an executive vice president

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of mergers, acquisitions and strategic planning at Primerica Corporation (formerly American Can Company). From 1970 to 1975, Mr. Long was director of acquisitions for The Sperry and Hutchinson Company.

Carl Paul founded Golfsmith in 1967 and has been a director since that date. Mr. Paul was our chairman of the board and chief executive officer from 1967 until the merger. Mr. Paul is the father-in-law of Barry Rinke, one of our executive officers.

BOARD COMPOSITION

Our board of directors is comprised of eight directors. Pursuant to a stockholders agreement, which is described under "Related Party Transactions--Stockholders Agreement," certain of our stockholders have the right to elect one person to our board of directors for so long as Carl Paul, Frank Paul and their families own more than 50% of the shares of Holdings common stock that they received upon the closing of the merger. Initially, Mr. Carl Paul will be that director.

AUDIT COMMITTEE

Our audit committee makes recommendations to our board of directors regarding the selection of independent auditors, reviews the scope of audit and other services by our independent auditors, reviews the accounting principles and auditing practices and procedures to be used for our financial statements and reviews the results of those audits. The members of our audit committee are James Grover and Thomas Hardy.

DIRECTOR COMPENSATION

Each of our directors who is not an officer and who is affiliated with First Atlantic receives reimbursement of reasonable and necessary costs and expenses incurred due to attendance of board meetings. Our outside director who is not an officer of Golfsmith and is not affiliated with First Atlantic receives, in addition to reimbursement of reasonable and necessary costs and expenses incurred, a fee of \$5,000 for each regular and special meeting of the board that he or she attends.

67

EXECUTIVE COMPENSATION

The following table sets forth information concerning the compensation paid to our chief executive officer and our four other most highly compensated executive officers for our last completed fiscal year. The positions of each of these officers indicated below are those held by each person prior to the completion of the merger. Our executive officers following the completion of the merger are listed above. The executive officers listed in the table below are referred to as the named executive officers.

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	YEAR	ANNUAL COMPENSATION			LONG-TERM COMPENSATION AWARDS		SECURITY UNDERLYING OPTION
		SALARY	BONUS	OTHER ANNUAL COMPENSATION	RESTRICTED STOCK AWARDS (#)		
-----	----	-----	-----	-----	-----	-----	-----

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Carl Paul(1)..... 2001
 Chairman of the Board
 and Chief Executive
 Officer
 Frank Paul(2)..... 2001
 President
 James D. Thompson(3)..... 2001
 Senior Vice President --
 Merchandising and Store
 Operations
 Mark A. Osborn(4)..... 2001
 Senior Vice President --
 and Chief Financial
 Officer
 Kenneth Brugh..... 2001
 Vice President --
 Operations

- (1) Mr. Paul resigned as chairman of the board and chief executive officer in connection with the merger.
- (2) Mr. Paul resigned as president in connection with the merger.
- (3) Mr. Thompson became our chief executive officer and president upon completion of the merger.
- (4) On October 28, 2002, Mr. Osborn submitted his resignation as our executive vice president, chief financial officer and treasurer. Mr. Osborn has indicated that he will continue his employment with Golfsmtih through November 2002.

68

OPTION GRANTS IN FISCAL 2001

The following table sets forth information relating to stock options granted during fiscal 2001 to our named executive officers. Also shown below is the potential realizable value over the terms of the options (the period from the grant date to the expiration date) based on assumed rates of stock appreciation of 5% and 10%, compounded annually from the date the options were granted. The potential realizable value is net of the applicable exercise price. We have not granted any stock appreciation rights. All options were granted under our 1997 stock option plan which was terminated following the merger. In connection with the merger, all existing options under the 1997 stock option plan were canceled and converted into the right to receive cash or equity units entitling the holder thereof to shares of common stock of Holdings.

INDIVIDUAL GRANTS

NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED (#)	PERCENT OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE OR BASE PRICE	EXPIRATION DATE	POTENTIAL REALIZAB
					ASSUMED ANNUAL RAT PRICE APPRECIATION TERM ----- 5%

 Carl Paul.....
 Frank Paul.....
 James D. Thompson.....
 Mark A. Osborn.....
 Kenneth Brugh.....

FISCAL 2001 YEAR-END OPTION VALUES

The following table sets forth information for our named executive officers during the fiscal 2001 relating to the number and value of securities underlying exercisable and unexercisable options held at December 29, 2001. None of the named executive officers exercised stock options in the year ended December 29, 2001. As discussed above, in connection with the merger, all existing options under the 1997 stock option plan were canceled and converted into the right to receive cash or equity units entitling the holder thereof to shares of common stock of Holdings.

NAME	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT DECEMBER 29, 2001		VALUE OF UNEXERCISED MONEY OPTIONS AT DECEMBER 29, 2001	
	EXERCISABLE	UNEXERCISABLE	EXERCISABLE	UNEXERCISABLE
Carl Paul.....				
Frank Paul.....				
James D. Thompson.....				
Mark A. Osborn.....				
Kenneth Brugh.....				

 (1) Shares of our common stock are not publicly traded. The values set forth in the table reflect management's estimate of the fair value on December 29, 2001.

EMPLOYMENT AGREEMENTS

In connection with the merger, we entered into the employment agreements described below.

Under Mr. Thompson's employment agreement, Mr. Thompson is our president and chief executive officer and his initial base salary is \$297,000 per year with an annual bonus calculated based upon attainment of financial targets for that fiscal year. Mr. Thompson will receive stock options in our parent corporation at the discretion of our board of directors, subject to the terms and conditions of our 2002 Incentive Stock Plan.

No options were granted to Mr. Thompson in connection with the merger. The term of Mr. Thompson's employment agreement is three years, with automatic successive one-year extensions unless terminated by either party. If Mr. Thompson is terminated without cause, or he resigns for good reason, he will be entitled to receive his earned but unpaid base salary plus 100% of his current

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total annual base salary and the earned bonus for the year of termination. Should Mr. Thompson's employment be terminated for cause, or if he resigns without good reason, he will have the right to receive only his earned but unpaid salary up to the date of termination.

Under the employment agreements for each of Carl Paul and Frank Paul, each receives an initial base salary of \$50,000 per year, with no provision for bonus payments. Each acts as a senior advisor to Golfsmith's Golf Club Components Division and renders services on an "as needed" basis, as mutually agreed upon by the parties. The term of each of the agreements is one year, with automatic successive one-year extensions unless terminated by either party. The board of directors may terminate the employment of Carl Paul or Frank Paul at any time, with or without cause, and either may resign from his position at any time. Upon termination or resignation of either Carl Paul or Frank Paul, or both, Golfsmith is only obligated to pay any earned but unpaid salary, if any, up to the date of termination.

SEVERANCE BENEFIT PLAN

On July 1, 2000, we established a plan to provide severance benefits to certain key employees should their employment be terminated within twelve months of a change in control of Golfsmith. Under the terms of the severance plan, the merger constituted a change in control. As a result, if we terminate any employee covered by the severance plan within twelve months after the completion of the merger, that employee would be entitled to receive a severance payment in an amount equal to that employee's annual base salary unless the termination is for good cause.

2002 INCENTIVE PLAN

In 2002, we established the 2002 Incentive Plan under which we agreed to pay specified bonuses to eligible management employees based upon their individual and company-wide performance. The bonuses are payable within 90 days of the end of our fiscal year.

2002 INCENTIVE STOCK PLAN

Our existing 1997 stock option plan which provided for the grant of incentive stock options to our employees was terminated following the merger. We subsequently adopted a new stock option plan, the 2002 Incentive Stock Plan. No options are currently outstanding under the 2002 Incentive Stock Plan.

Our 2002 Incentive Stock Plan provides for the grant of incentive stock options to our employees and nonstatutory stock options, stock grants and stock appreciation rights to our employees, directors and consultants. An aggregate of 2.85 million shares of the common stock of Holdings has been reserved for issuance under this plan.

The compensation committee of our board of directors administers the plan and determines the terms of options, stock grants and stock appreciation rights, including the exercise price, the stock appreciation rights' value, the number of shares subject to individual option awards, stock grants and stock appreciation rights, the vesting period of options, the exercise period for any stock appreciation rights and the conditions on any stock grant. The exercise price of nonstatutory options will be determined by the compensation committee. The exercise price of incentive stock options cannot be lower than 100% of the fair market value of Holdings' common stock on the date of grant and, in the case of incentive stock options granted to holders of shares representing more than 10% of Holdings' voting power, not less than 110% of the fair market value. The value of stock appreciation rights cannot be less than fair market value. The term of an incentive stock option cannot exceed 10 years, and the term of an incentive stock option granted to a holder of more than 10% of our voting power

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cannot exceed five years. The exercise period for a stock appreciation right cannot exceed ten years.

70

Options, stock grants and stock appreciation rights granted under the plan will accelerate and become fully vested in the event we are acquired or merge with another company. Under the plan, our board of directors will not be permitted, without the adversely affected optionee's or grantee's prior written consent, to amend, modify or terminate our stock plan if the amendment, modification or termination would impair the rights of optionees or grantees. The plan will terminate in 2012 unless terminated earlier by our board of directors.

71

PRINCIPAL STOCKHOLDERS

All of our common stock is owned by Golfsmith International Holdings, Inc., our parent corporation. The following table sets forth information regarding the beneficial ownership of the common stock of our parent corporation as of October 31, 2002 by:

- our named executive officers;
- each of our directors;
- all of our executive officers and directors as a group; and
- each person known to us to be a beneficial owner of more than 5% of the outstanding common stock.

All shares indicated below as beneficially owned are held with sole voting and investment power except as otherwise indicated. All of the stockholders of Holdings are parties to a stockholders agreement that contains certain voting agreements. You should read the description of the stockholders agreement set forth under "Related Party Transactions" for more information regarding the voting arrangements. Unless otherwise indicated, the address for each stockholder on this table is c/o Golfsmith International, Inc., 11000 N. IH-35, Austin, Texas 78753-3195. As of October 31, 2002, 20,917,199 shares of Holdings' common stock were issued and outstanding.

NAME AND ADDRESS OF BENEFICIAL OWNER -----	SHARES BENEFICIALLY OWNED	PERCENT OF CLASS -----
Atlantic Equity Partners III, L.P.	20,917,199 (1)	100.0%
Carl Paul.....	20,917,199 (2)	100.0%
Franklin Paul.....	20,917,199 (3)	100.0%
Roberto Buaron.....	20,917,199 (4)	100.0%
James D. Thompson.....	149,750 (5)	*
Mark A. Osborn.....	149,750 (6)	*
Kenneth Brugh.....	128,100 (7)	*
Charles Shaw(8).....	--	--
James Grover(9).....	--	--
Thomas G. Hardy(10).....	--	--
James Long(11).....	--	--
Noel Wilens(12).....	--	--

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All directors and executive officers as a group (12 persons).....	20,917,199	100.0%
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 * Less than 1%.

- (1) Includes 4,255,934 shares owned by other stockholders that are subject to the stockholders agreement and attributable to Atlantic Equity Partners III, L.P. Atlantic Equity Partners III disclaims beneficial ownership of these shares. Atlantic Equity Partners III's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.
- (2) Includes (i) 2,234,158 shares of common stock, (ii) equity units entitling the holder thereof to 39,375 shares of common stock and (iii) 18,643,666 shares owned by other stockholders that are subject to the stockholders agreement and attributable to Carl Paul. Carl Paul disclaims beneficial ownership of the shares listed in clause (iii) of the preceding sentence.
- (3) Includes (i) 1,182,508 shares of common stock, (ii) equity units entitling the holder thereof to 39,375 shares of common stock and (iii) 19,695,316 shares owned by other stockholders that are subject to the stockholders agreement and attributable to Franklin Paul. Franklin Paul disclaims beneficial ownership of the shares listed in clause (iii) of the preceding sentence.
- (4) Includes 16,661,265 shares owned by Atlantic Equity Partners III, L.P. and an additional 4,255,934 shares owned by other stockholders that are subject to the stockholders agreement and attributable to

72

Atlantic Equity Partners III, L.P. Mr. Buaron is the sole member of Buaron Capital Corporation III, LLC. Buaron Capital Corporation III is the managing member of Atlantic Equity Associates III, LLC. Atlantic Equity Associates III, LLC is the sole general partner of Atlantic Equity Partners III, L.P. which is the sole general partner of Atlantic Equity Partners III, L.P. and, as such, exercises voting and investment power over shares of capital stock owned by Atlantic Equity Partners III, L.P., including shares of Holdings. Mr. Buaron, as the sole member of Buaron Capital Corporation III, has voting and investment power, and may be deemed to beneficially own, the shares of Holdings owned by Atlantic Equity Partners III, L.P. Mr. Buaron disclaims beneficial ownership of these shares. Mr. Buaron's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.

- (5) Constitutes equity units entitling the holder thereof to 149,750 shares of common stock.
- (6) Constitutes equity units entitling the holder thereof to 149,750 shares of common stock. On October 28, 2002, Mr. Osborn submitted his resignation as our executive vice president, chief financial officer and treasurer. Mr. Osborn has indicated that he will continue his employment with Golfsmith through November 2002.
- (7) Constitutes equity units entitling the holder thereof to 128,100 shares of common stock.
- (8) Mr. Shaw's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.

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- (9) Mr. Grover's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.
- (10) Mr. Hardy's address is 935 Park Avenue, New York, New York 10028.
- (11) Mr. Long's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.
- (12) Mr. Wilens's address is c/o First Atlantic Capital Ltd., 135 East 57th Street, New York, New York 10022.

73

RELATED PARTY TRANSACTIONS

MERGER AGREEMENT

On October 15, 2002, BGA Acquisition Corp., a wholly owned subsidiary of Golfsmith International Holdings, Inc., merged with and into Golfsmith International, Inc. Golfsmith is the surviving corporation and is a wholly owned subsidiary of Holdings. The following table sets forth, with respect to our executive officers and directors prior to the merger, the number of shares of common stock of our company owned by each such officer and director prior to the merger and the merger consideration received in respect of such shares pursuant to the merger agreement assuming an aggregate purchase price of approximately \$124.5 million.

NAME	SHARES OF GOLFSMITH OWNED PRIOR TO MERGER	SHARES OF HOLDINGS RECEIVED IN MERGER	CASH RECEIVED IN MERGER
-----	-----	-----	-----
Carl Paul.....	3,278,200 (1)	2,273,533 (2)	\$25,089,059
Franklin Paul.....	3,071,900 (3)	1,221,883 (2)	26,227,084
James D. Thompson.....	176,000 (4)	149,750 (5)	519,650
Mark A. Osborn.....	353,000 (4)	149,750 (5)	1,682,450
Ken Brugh.....	183,000 (4)	128,100 (5)	786,900
Curt Young.....	189,000 (4)	132,300 (5)	812,700
Barry Rinke.....	177,600 (4) (6)	60,900 (5)	1,582,671
Fred Quandt.....	25,000 (4)	12,188 (5)	119,687
Barbara Paul.....	2,759,000 (1)	--	26,969,225
Kelly Redding.....	123,600 (7)	--	1,208,571
John Moriarty.....	--	--	--

- (1) Includes 40,000 options to purchase shares of common stock. Does not include 294,700 shares held in trust for Mr. and Mrs. Paul's daughter Marnie Paul that was exchanged for \$2,880,937 in the merger. Also does not include shares held by, and merger consideration received by, Mary Rinke and Kelly Redding, otherwise disclosed in this table.
- (2) Includes equity units entitling the holder thereof to 39,375 shares of common stock.
- (3) Includes 40,000 options to purchase shares of common stock. Does not include

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429,000 shares held in trust for the benefit of Mr. Paul's two sons, Franklin B. Paul and Franklin G. Paul, that were exchanged for \$4,192,302 in the merger.

- (4) Constitutes options to purchase shares of common stock.
- (5) Constitutes equity units entitling the holder thereof to shares of common stock.
- (6) Includes 123,600 shares held by his wife, Mary Rinke.
- (7) Includes 36,800 shares held in trust for the benefit of Ms. Redding.

The merger agreement contains a provision for post-closing adjustment to the merger consideration paid to the existing stockholders based on the difference between expected and actual amounts of assets and liabilities, as detailed in an audited statement of working capital of Golfsmith as of the date the merger was completed. The merger agreement also contains customary indemnities given by Golfsmith to Atlantic Equity Partners III and its affiliates for breaches of representations, warranties or covenants in the merger agreement and for fraud on the part of certain of our officers prior to the merger. The stockholders placed \$6.25 million of the purchase price into escrow, a portion of which will cover any post-closing adjustments to the merger consideration and the remainder of which will cover indemnification claims against the selling stockholders. Carl Paul and Frank Paul have agreed to indemnify us or Holdings up to an additional \$6.25 million for any required post-closing adjustments to the merger consideration, or any indemnification obligations for any losses that we or Holdings incur, that exceed the available amounts in escrow. Carl Paul and Frank Paul have also agreed to indemnify us or Holdings up to an additional \$6.25 million for any losses we or Holdings incur as a result of fraud by certain of our officers prior to the merger.

74

STOCKHOLDERS AGREEMENT

In connection with the merger, Holdings, Atlantic Equity Partners III, L.P. and the members of our management who own equity securities of Holdings, including but not limited to Jim Thompson, Curt Young, Ken Brugh, Barry Rinke, Fred Quandt, Carl Paul, Franklin Paul and all other stockholders of the company following the merger, entered into a stockholders agreement. Under the stockholders agreement, the parties are required:

- to vote their shares of Holdings' common stock owned by each of them in favor of the election of one director nominated by Carl Paul, Frank Paul and their families and all of the directors nominated by Atlantic Equity Partners III to fill all of the remaining board seats so long as each of the parties maintains a minimum level of stock ownership;
- to consent to a sale of Holdings in certain circumstances;
- to cause Holdings to register shares of its common stock held by parties to the stockholders agreement upon the request of Atlantic Equity Partners III in certain circumstances;
- except in certain circumstances, to cause Holdings to give certain parties to the stockholders agreement preemptive rights to purchase common stock;
- not to transfer shares of Holdings' common stock unless certain conditions are met; and

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- in the case of certain members of our management, grant Holdings repurchase rights with respect to the shares of Holdings owned by them.

The stockholders agreement will terminate upon the earliest of:

- the sale of Holdings;
 - an initial public offering of the common stock of Holdings;
 - the dissolution or liquidation of Holdings;
 - the approval of such termination by Holdings, Atlantic Equity Partners III and the holders of at least 50% of the shares held by the other stockholders of Holdings; and
- October 15, 2022.

MANAGEMENT CONSULTING AGREEMENT

Upon completion of the merger, we and Holdings entered into a management consulting agreement with First Atlantic under which First Atlantic will advise us and Holdings on management matters that relate to proposed financial transactions, acquisitions and other senior management matters. We and Holdings have agreed to pay First Atlantic for these services an annual fee of \$600,000 in equal monthly installments and will reimburse First Atlantic for its expenses. In addition, First Atlantic received a closing fee of \$1,252,500 and reimbursement of its expenses for services rendered in connection with the merger. First Atlantic may receive additional fees from us under the agreement in connection with future financings or dispositions or acquisitions by us or Holdings. Under the terms of the agreement, such additional fees will not exceed an amount equal to:

- in the case of a transaction involving less than \$50,000,000 in total enterprise value, 2% of such total enterprise value;
- in the case of a transaction involving \$50,000,000 or more but less than \$100,000,000 in total enterprise value, \$1,000,000; and
- in the case of a transaction involving \$100,000,000 or more in total enterprise value, 1% of such total enterprise value.

With respect to a transaction involving a sale of Holdings, First Atlantic will be paid a fee equal to 1% of the total enterprise value of Holdings.

75

The management consulting agreement has a term of 10 years but is automatically terminated if Atlantic Equity Partners III and its affiliates collectively own less than 50% of the shares of Holdings, or upon an initial public offering of the common stock of Holdings. Five of our directors, including our chairman of the board, hold positions with First Atlantic, as described in "Management."

EMPLOYMENT AGREEMENTS

Upon the completion of the merger, we entered into an employment agreement with James D. Thompson, our president and chief executive officer. We also entered into employment agreements with Carl Paul and Franklin Paul to provide advising services. You should read the information set forth in "Management" for a description of these agreements.

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AGREEMENT TO PROVIDE HEALTH BENEFITS TO OUR FOUNDERS

We have agreed to amend our group health plan so that Carl Paul and Franklin Paul, our founders, will continue to be eligible to participate in our health plan on the same basis as full-time employees. Initially, we will report these benefits under the plan as non-taxable benefits, based on our determination that such reporting is permissible. Neither we nor Carl Paul or Franklin Paul have agreed to indemnify the other party for any losses that either of us may suffer as a result of this tax reporting or the amendment to the plan.

INDEMNIFICATION AGREEMENTS WITH OUR DIRECTORS

We have agreed to indemnify John Moriarty, Kelly C. Redding, Franklin Paul, Carl Paul and Barbara Paul, our directors prior to the completion of the merger, in the event that any of them suffer losses as a result of actions taken or statements made on behalf of Golfsmith and in their capacities as our directors, officers or agents.

76

DESCRIPTION OF SENIOR CREDIT FACILITY

CREDIT FACILITY

General. Our senior credit facility is a revolving agreement in an amount equal to \$10.0 million and will have a term of 4.5 years. The senior credit facility also provides for the issuance of letters of credit, within the overall borrowing availability. The amount available to be borrowed under our senior credit facility is limited for each borrower to 85% of the net amount of eligible receivables of such borrower plus the lesser of 65% of the value of eligible inventory (valued on a lower of cost or market basis) of such borrower and 60% of the net orderly liquidation value of eligible inventory of such borrower. The lender agent under our senior credit facility will also retain the right from time to time to establish or modify advance rates, standards of eligibility and reserves against availability. The borrowers have agreed with the lender agent that, in addition to other reserves that the lender agent may impose, they will maintain an availability reserve at all times of \$500,000. As a result, the amount of borrowings available under the senior credit facility may at no time exceed \$9.5 million, unless the lender agent releases that reserve. Several of our subsidiaries will be borrowers under the senior credit facility. All borrowings will be on a joint and several basis.

Interest Rate. The senior credit facility bears interest, at the borrower's option, at either a variable rate based on the London Interbank Offered Rate ("LIBOR") plus 2.5%, or the base rate on corporate loans quoted in the Wall Street Journal plus 1.0%.

Guarantees. Holdings and each of its domestic subsidiaries (other than the borrowers) guarantee the borrowers' obligations pursuant to the senior credit facility.

Security. The senior credit facility is secured by a first priority lien on substantially all of our current and future assets (other than real property, fixtures, equipment and proceeds thereof owned by us, Holdings or our subsidiaries), including all of our stock and equivalent equity interests of all of our subsidiaries (limited to 65% of voting stock and 100% of non-voting stock of foreign subsidiaries owned by a domestic subsidiary and excluding any stock owned by a foreign subsidiary), all accounts receivable, inventory, intellectual property rights (including patents, trademarks and service marks) and all other

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tangible and intangible property.

Covenants and Events of Default. In addition to the usual and customary affirmative and negative covenants, the senior credit facility limits our and our subsidiaries' ability to: (1) incur additional debt, leasehold obligations and contingent liabilities; (2) pay dividends and other distributions on capital stock; and (3) be a party to mergers, consolidations or similar transactions. The senior credit facility will also require satisfaction of certain financial tests and will provide for usual and customary events of default as well as other appropriate events of default, including a cross-default to our and each borrower's other financial obligations (including the notes).

Conditions to Borrowing. The obligations of the lenders to provide the financing under the senior credit facility will be subject to the satisfaction or waiver of certain conditions, including, among others: (1) the accuracy of the representations and warranties made by us with respect to the financing; (2) compliance with certain covenants, including certain financial covenants; and (3) the absence of any other events of default under the senior credit facility.

INTERCREDITOR AGREEMENT

An intercreditor agreement sets forth the relative rights to our collateral of the lenders under the senior credit facility on the one hand, and the holders of notes on the other hand. Proceeds from the sale of collateral in which the lenders have a security interest will be used first to satisfy obligations under the senior credit facility and, thereafter, the notes. You should read the information set forth under "Description of the New Notes -- Security" and "-- Intercreditor Agreement" for more information relating to the collateral securing the senior credit facility and the intercreditor arrangements.

77

DESCRIPTION OF THE NEW NOTES

The form and terms of the new notes and the old notes are identical in all material respects, except that transfer restrictions, interest rate increase provisions and registration rights applicable to the old notes do not apply to the new notes. References in this section to the "notes" are references to both the old notes and the new notes. The old notes were, and the new notes will be, issued under an indenture dated as of October 15, 2002, among our company, the Guarantors and U.S. Bank Trust National Association, as trustee. The indenture is subject to and governed by the Trust Indenture Act of 1939. The following is a summary of the material provisions of the indenture. It does not include all of the provisions of the indenture. You should read the indenture, including the definitions of certain terms contained therein and those terms made part of the indenture by reference to the Trust Indenture Act, in its entirety for provisions that may be important to you. The indenture will be filed as part of the registration statement of which this prospectus is a part. You can find definitions of certain capitalized terms used in this description under "-- Certain Definitions." For purposes of this "Description of the New Notes," references to "our company," "we," "our" or "us" refer solely to Golfsmith International, Inc. and not any of our Subsidiaries.

GENERAL

The notes are our senior obligations and rank equal in right of payment with all of our other senior obligations and senior in right of payment with all of our Indebtedness which by its terms is subordinated to the notes. The notes are guaranteed, jointly and severally on a senior secured basis by the Guarantors set forth under "-- Guarantees" below.

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We will issue the notes in fully registered form in denominations of \$1,000 and integral multiples thereof. The trustee will initially act as paying agent and registrar for the notes. The notes may be presented for registration of transfer or exchange at the offices of the registrar. No service charge will be made for any registration of transfer or exchange or redemption of notes, but we may require payment in certain circumstances of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. We may change any paying agent and registrar without notice to holders of the notes. We will pay principal (and premium, if any) on the notes at the trustee's corporate office in New York, New York. At our option, interest may be paid at the trustee's corporate trust office or by check mailed to the registered address of holders.

As discussed under "-- Exchange Offer; Registration Rights," pursuant to the registration rights agreement, we have agreed for the benefit of the holders of the notes, at our cost, to effect this exchange offer and in certain circumstances to register the old notes for resale under the Securities Act through a shelf registration statement. The failure to consummate the exchange offer or to register the notes for resale under the shelf registration statement may result in us paying additional interest on the old notes.

PRINCIPAL, MATURITY AND INTEREST

We initially issued \$93.75 million in aggregate principal amount at maturity of old notes. We may issue additional notes from time to time after this offering provided that we comply with the covenant described below under the caption "-- Certain Covenants -- Limitation on Incurrence of Additional Indebtedness." The old notes were issued at a discount to yield gross proceeds of \$75.0 million. The old notes, the new notes and any additional notes will be substantially identical other than the issuance dates and the dates from which interest will accrue. The old notes, the new notes and any additional notes will be treated as a single class of notes under the indenture and will vote together as a single class. Because, however, any additional notes may not be fungible with the notes for federal income tax purposes, they may have a different CUSIP number or numbers, be represented by a different global note or notes, and otherwise be treated as a separate class or classes of notes for other purposes.

The notes will mature on October 15, 2009. Interest on the notes will accrue at the rate of 8.375% per annum and will be payable semiannually in cash on each March 1 and September 1, beginning on March 1, 2003, to the persons who are registered holders at the close of business on the February 15 or August 15 immediately preceding the applicable interest payment date. Interest on the notes will accrue from the most

78

recent date to which interest has been paid or, if no interest has been paid, from and including the date of issuance. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

On each interest payment date beginning March 1, 2008, in addition to accrued interest due on that date, we will make a payment (the "HYDO Payment") on each note in cash in immediately available funds, which payment will reduce the outstanding principal amount at maturity of the note, in an amount equal to the excess, if any, of:

- the total amount of interest and original issue discount (as determined under the Internal Revenue Code of 1986, as amended (the "Code")) accrued on the note through such interest payment date, over
- the sum of:

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- all amounts of interest and including accrued original issue discount paid in cash with respect to such note (or any predecessor note) through and including such interest payment date;
- all HYDO Payments previously made by us; and
- the annual "yield to maturity" applicable for purposes of the accrual of original issue discount under the Code multiplied by the original principal amount at maturity (without regard to any principal at maturity increases) of the note.

Any reduction as described above will reduce the principal amount of the note for all purposes under the indenture.

SECURITY

Pursuant to the terms of the Collateral Agreements, we and our Domestic Restricted Subsidiaries granted to the Collateral Agent or one or more sub-Collateral Agents appointed under the Intercreditor Agreement, security interests in substantially all of our respective assets, including all of the stock of domestic Subsidiaries directly owned by us or any Domestic Restricted Subsidiary, 65% of the Voting Stock of foreign Subsidiaries directly owned by us or any Domestic Restricted Subsidiary and 100% of the non-voting Stock of foreign Subsidiaries directly owned by us or any Domestic Restricted Subsidiary, but excluding certain "excluded assets" (including leasehold interests existing on the Issue Date). In addition, Holdings granted a security interest in all of its assets (including its stock in our company). Security interests in all such assets (other than real property, fixtures, equipment and proceeds thereof) secure the obligations under the Credit Agreement on a first priority basis and the obligations under the notes, the guarantees and the indenture on a second priority basis, subject in each case to Permitted Liens. Security interests in real property, fixtures, equipment and proceeds thereof will secure the obligations under the notes, the guarantees and the indenture on a first priority basis, subject to the Permitted Liens.

Upon an Event of Default, the proceeds from the sale of Collateral securing the notes will likely be insufficient to satisfy our obligations under the notes. No appraisals of any of the Collateral have been prepared in connection with this offering. Moreover, the amount to be received upon such a sale would be dependent upon numerous factors, including the condition, age and useful life of the Collateral at the time of such sale, as well as the timing and manner of such sale. By its nature, all or some of the Collateral will be illiquid and may have no readily ascertainable market value. Accordingly, there can be no assurance that the Collateral, if saleable, can be sold in a short period of time or at an appropriate price.

We have the ability to issue additional notes as part of the same series of notes, which may also be secured by the Collateral. We and the Guarantors can increase our Indebtedness but there can be no assurance that there will be a proportionate increase in the value of the Collateral as a percentage of the aggregate principal amount at maturity of outstanding notes.

A significant portion of our assets consists of leasehold improvements. Because leasehold improvements may be deemed to be a part of either the real property covered by the lease (which real property is not owned by us or our Restricted Subsidiaries) or our current real estate leasehold interests (which interests are not

included in the Collateral securing the notes), there can be no assurance as to

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whether or to what extent such assets would be available as collateral securing the notes. Moreover, the ability of the Collateral Agent to obtain possession of Collateral located on leaseholds may be subject to conflicting claims of landlords. We believe, however, that the realizable value of such leasehold interests upon our liquidation would not be material.

To the extent third parties hold Permitted Liens, such third parties may have rights and remedies with respect to the property subject to such Liens that, if exercised, could adversely affect the value of the Collateral. Given the intangible nature of certain of the Collateral, any sale of such Collateral separately from our company and our Restricted Subsidiaries as a whole may not be feasible. Additionally, the inclusion of our and our Restricted Subsidiaries' fixtures in the Collateral securing the notes will be limited by the extent to which (a) such fixtures are deemed not to be personal property and (b) any applicable state laws would, for purposes of perfecting security interests with respect thereto, require that the Collateral Agent effectuate certain filings in applicable real estate land records. Our and our Restricted Subsidiaries' ability to grant a first (or second) priority security interest in certain Collateral may be limited by legal or other logistical considerations. The ability of the holders of notes to realize upon the Collateral may be subject to certain bankruptcy law limitations in the event of a bankruptcy. See "-- Certain Bankruptcy Limitations."

We are only permitted to form new Subsidiaries and to transfer all or a portion of the Collateral to one or more of our Subsidiaries if such formation and transfer is in accordance with the provisions described under "-- Certain Covenants -- Additional Subsidiary Guarantees."

Subject to the restrictions on incurring Indebtedness set forth herein, we and our Subsidiaries will have the right to grant (and suffer to exist) Liens securing Purchase Money Indebtedness respecting fixed assets and to acquire any such assets subject to such Liens. Liens created by the Collateral Agreements are intended to be, and will be, at all times automatically subordinate in priority to all such Liens.

The Collateral release provisions of the indenture permit the release of Collateral without substitution of Collateral of at least equal value under certain circumstances, including asset sales made in compliance with the indenture.

Neither we nor any of our Restricted Subsidiaries will encumber any asset or property of our company or such Restricted Subsidiaries or suffer to exist any Lien thereon, other than Permitted Liens or as otherwise expressly permitted by the indenture.

So long as no Event of Default has occurred and is continuing, and subject to certain terms and conditions in the indenture, the Credit Agreement, the Collateral Agreements and the Intercreditor Agreement, we will be entitled to receive all cash dividends, interest and other payments made upon or with respect to the Capital Stock of any of our Subsidiaries held as Collateral and to exercise any voting, consensual and other rights pertaining to such Capital Stock. Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement and the documents securing the Credit Agreement, upon notice from the Collateral Agent, (a) all of our rights to exercise such voting, consensual or other rights will cease and all such rights will become vested in the Collateral Agent, which, to the extent permitted by law, will have the sole right to exercise such voting, consensual or other rights, (b) all of our rights to receive all cash dividends, interest and other payments made upon or with respect to the Collateral will cease, and such cash dividends, interest and other payments will be paid to the Collateral Agent or the lenders under the Credit Agreement, and (c) the Collateral Agent may sell the Collateral or any part thereof in accordance with, and subject to

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the terms of, the Collateral Agreements subject to the prior rights of the lenders under the Credit Agreement. All funds distributed under the Collateral Agreements by the Collateral Agent will be distributed by the Collateral Agent in accordance with the provisions of the Intercreditor Agreement and the indenture.

80

The Collateral Agreements will terminate, subject to the Intercreditor Agreement, and the pledged Collateral will be released from the liens created thereunder, upon:

- payment in full of all amounts due in respect of the notes;
- satisfaction and discharge of the indenture in accordance with its terms; and
- a legal defeasance or covenant defeasance in accordance with the provisions described below under "-- Legal Defeasance and Covenant Defeasance."

Liens securing the notes will be released, in part, with respect to any asset constituting Collateral:

- that is sold or otherwise disposed of by us or one of the Subsidiary Guarantors to a Person other than us or a Subsidiary Guarantor in a transaction permitted by the indenture, at the time of such sale or disposition;
- that is owned or at any time acquired by a Subsidiary Guarantor that has been released from its Guarantee concurrently with the release of the Guarantee (including by virtue of such Restricted Guarantor becoming an Unrestricted Subsidiary); or
- to the extent that we mail written notice of our request to release the lien relating to such asset to the trustee and the holders of the notes and we do not receive written objections from holders of at least 25% in aggregate principal amount at maturity of the notes within 20 business days after the mailing, provided that if we receive such objections, then we will not be entitled to the release unless we obtain the consent of holders of at least a majority in principal amount at maturity of the notes.

CERTAIN BANKRUPTCY LIMITATIONS

The right of the Collateral Agent to repossess and dispose of the Collateral upon the occurrence of an Event of Default is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy proceeding were to be commenced by or against us or any of the Guarantors prior to the Collateral Agent having repossessed and disposed of the Collateral or otherwise completed the realization of the Collateral securing the notes. Under the Bankruptcy Code, a secured creditor such as the Collateral Agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval. Moreover, the Bankruptcy Code permits the debtor to continue to retain and to use collateral even though the debtor is in default under the applicable debt instruments; provided that, under the Bankruptcy Code, the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral securing the obligations owed to it and may include cash payments or the granting of

additional security, if and at such times as the bankruptcy court in its discretion so determines, for any diminution in the value of such collateral as a result of the stay of repossession or disposition or any use of the Collateral by the debtor during the pendency of the bankruptcy case. In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the notes could be delayed following commencement of a bankruptcy case, whether or when the Collateral Agent could repossess or dispose of the Collateral or whether or to what extent holders of the notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

The Intercreditor Agreement prohibits the holders of the notes or the Collateral Agent from seeking adequate protection with respect to the Collateral which also secures the Credit Agreement and requires the Collateral Agent and the holders of the notes not to object to the Lender Agent or the Lenders seeking adequate protection with respect to such Collateral.

The Collateral Agent and the holders of the notes have agreed not to seek relief from the automatic stay in respect of Collateral securing the obligations under the Credit Agreement so long as any amounts remain outstanding under the Credit Agreement (or if the Credit Agreement is a debtor-in-possession facility in whole or in part, any commitment thereunder is in effect), and not to object to any motion by the Lender Agent for relief from the automatic stay. The Lender Agent and the Lenders agreed not to object to any

81

motion by the Collateral Agent or any holder of notes for relief from the automatic stay in respect of the Collateral securing the indenture, the notes and the Guarantees on a first priority basis. The Collateral Agent and the holders of the notes have agreed not to object to any debtor-in-possession financing priming the security interest with respect to the Collateral securing the notes and the Credit Agreement so long as the Lenders agree to such financing priming the corresponding security interest of the Lenders and certain related matters. The holders of the notes have also agreed not to vote their secured claims for any plan of reorganization that does not provide for the payment in full in cash on the effective date of the plan of all obligations of the Lenders or such other treatment that may be acceptable to the Lenders. The Collateral Agent and the holders of the notes have agreed not to challenge the right of the Lenders to receive post-petition interest, fees and expenses with respect to Collateral securing the Credit Agreement and the lenders and the Lender Agent have agreed not to challenge the right of the holders of the notes to receive post-petition interest, fees and expenses with respect to the Collateral securing the indenture, the notes and the Guarantees.

INTERCREDITOR AGREEMENT

On October 15, 2002, we, the Guarantors, the Lender Agent, on behalf of itself and the Lenders, the trustee and the Collateral Agent, on behalf of the holders of the notes, entered into the Intercreditor Agreement. The Intercreditor Agreement, among other things, provides that the obligations of our company and our subsidiaries under the Credit Agreement are secured by substantially all of the assets (other than real property, fixtures, equipment and proceeds thereof) of our company, Holdings and our domestic subsidiaries on a first priority basis and the obligations of our company, Holdings and our subsidiaries under the notes, the guarantees and the indenture are secured by the real property, fixtures, equipment and proceeds thereof of our company, Holdings and our Domestic Restricted Subsidiaries on a first priority basis and all of the other assets of our company, Holdings and our Domestic Restricted Subsidiaries on a second priority basis, and provides that upon and during the continuance of an event of default under the Credit Agreement, the Lender Agent

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is entitled to manage all aspects of, including exercising or refraining from exercising all rights and remedies with respect to, the Collateral securing the Credit Agreement.

Pursuant to the Intercreditor Agreement, neither the Collateral Agent nor any holder of notes may challenge the Liens securing obligations under the Credit Agreement and neither the Lender Agent nor any Lender may challenge the Liens securing obligations under the indenture and the notes. In addition, while the Credit Agreement remains in effect, or any borrowings are outstanding thereunder, neither the Collateral Agent nor any holder of notes may take any action to enforce the Liens securing obligations under the indenture and the notes. The Collateral Agent and the holders of the notes also agree to turn over to the Lender Agent any proceeds of Collateral securing the obligations under the Credit Agreement which it or any of them obtains so long as any amounts are outstanding under the Credit Agreement.

The Collateral Agent and all holders of notes:

- agree to waive all claims against the Lenders and the Lender Agent with respect to the Collateral securing obligations under the Credit Agreement (other than those arising from willful misconduct or breach of the Intercreditor Agreement),
- must postpone exercising any rights with respect to such Collateral until the Credit Agreement is terminated and paid in full, and
- acknowledge that the Lenders and the Lender Agent owe no duty to the Collateral Agent or the holders of the notes, other than (a) turning over control of Collateral to the trustee following the termination of the Credit Agreement and payment of all amounts thereunder and (b) following such events, executing and delivering such instruments as are necessary to evidence any transfer by subrogation to the trustee and the holders of the notes of an interest in the Credit Agreement resulting from, among other things, any turnover by the trustee and/or the holders of the notes of proceeds from Collateral to the Lender Agent and the Lenders.

Pursuant to the Intercreditor Agreement, one or more of the holders of the notes will be entitled to purchase, for cash for a price equal to all amounts owing under the Credit Agreement, all amounts owing

82

under the Credit Agreement and all rights under the Credit Agreement (other than certain rights of indemnification) during a period beginning on the date that either:

- the commitment under the Credit Agreement is terminated, or
- all amounts outstanding thereunder become accelerated and any letters of credit issued thereunder are required to be cash collateralized,

and ending on the 20th business day following the delivery by the Lender Agent or any Lender of notice of the occurrence of either such date.

GUARANTEES

The full and prompt payment of our obligations under the notes and the indenture are and will be guaranteed, jointly and severally, by Holdings (the "Parent Guarantee") and by all of our present and future Domestic Restricted Subsidiaries (the "Subsidiary Guarantees" and, together with the Parent Guarantee, the "Guarantees"). The guarantors under the Subsidiary Guarantees are

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referred to as the "Subsidiary Guarantors" and, together with Holdings are referred to as the "Guarantors." Holdings currently has no material assets other than the common stock of our company. As of the Issue Date, all of our subsidiaries were Domestic Restricted Subsidiaries. Each Guarantor has fully and unconditionally guaranteed on a senior basis, jointly and severally, to each holder and the trustee, the full and prompt performance of our obligations under the indenture, the notes and the Collateral Agreements, including the payment of principal of, interest on and premium, if any, on the notes. The Guarantee of each Guarantor ranks senior in right of payment to all subordinated indebtedness of such Guarantor and equal in right of payment with all other senior obligations of such Guarantor, including borrowings or guarantees of borrowings under the Credit Agreement. The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the indenture, will result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. The net worth of any Guarantor for such purpose will include any claim of such Guarantor against us for reimbursement and any claim against any other Guarantor for contribution. Each Guarantor may consolidate with or merge into or sell its assets to us or another Guarantor without limitation. See "-- Certain Covenants -- Mergers, Consolidation and Sale of Assets" and "-- Limitation on Asset Sales."

REDEMPTION

Mandatory Redemption. On each of October 15, 2007 and October 15, 2008, we must make a pro rata partial redemption of the principal amount of each note equal to 20% and 10%, respectively, of the original principal amount at maturity of such note. In addition, we must pay accrued and unpaid interest on the principal amount of the notes redeemed to the redemption date. If we issue additional notes after the Issue Date, these percentages will be reduced by multiplying the relevant percentage by a fraction, the numerator of which is the principal amount at maturity of notes issued on the Issue Date and the denominator of which is the sum of the principal amount at maturity of such notes and the principal amount at maturity of any additional notes.

However, the principal amount at maturity of notes we must redeem on the dates set forth above may be reduced by the aggregate principal amount at maturity of notes we have previously repurchased pursuant to the excess cash flow offers described below.

Any mandatory redemption payment will be made in the same manner as ordinary interest payments on the notes.

Any redemption as described above will reduce the principal amount at maturity of each note for all purposes under the indenture.

We may elect to credit against these mandatory redemptions an amount equal to 100% of the principal amount at maturity of any notes that we have redeemed or otherwise acquired pursuant to "-- Excess Cash Flow Offer" and delivered to the trustee for cancellation. We will, no later than the August 15 in the year in which a mandatory redemption is required, provide the trustee with an officers' certificate stating the aggregate principal amount of each note to be redeemed pursuant to the provisions of the first paragraph of this section and setting forth the aggregate principal amount at maturity of notes to be credited against the next mandatory redemption. We will deliver the notes which are to be so credited to the trustee with such officers' certificate (if not previously

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delivered to the trustee for cancellation) for retention and credit in accordance with such officers' certificate.

Optional Redemption Prior to October 15, 2006. At any time prior to October 15, 2006, we may, at our option, on one or more occasions redeem all or part of the notes at a redemption price equal to the greater of (1) 100% of the Accreted Value of the notes being redeemed and (2) the sum of the present values of 106.50% of the Accreted Value of the notes being redeemed and scheduled payments of interest on such notes to and including October 15, 2006 discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points, together in either case with accrued and unpaid interest, if any, to the date of redemption.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption period.

"Comparable Treasury Issue" means the United States Treasury security selected by a Reference Treasury Dealer appointed by us as having a maturity comparable to the remaining term of the notes (as if the final maturity of the notes was October 15, 2006) that would be utilized at the time of selection and in accordance with customary financial practice in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes (as if the final maturity of the notes was October 15, 2006).

"Comparable Treasury Price" means, with respect to any redemption date, (1) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third business day preceding such redemption date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 p.m. Quotations for U.S. Government Securities" or (2) if such release (or any successor release) is not published or does not contain such prices on such business day, (A) the average of the Reference Treasury Dealer Quotations (as defined below) for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (B) if we obtain fewer than three such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

"Reference Treasury Dealer Quotation" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by us, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to us by such Reference Treasury Dealer at 5:00 p.m. on the third business day preceding such redemption date.

"Reference Treasury Dealer" means any primary U.S. government securities dealer in the City of New York (a "Primary Treasury Dealer") selected by us.

Optional Redemption on or After October 15, 2006. We may, at our option, redeem the notes in whole or in part at any time on or after October 15, 2006, at the following redemption prices (expressed as percentages of the Accreted Value thereof) if redeemed during the twelve-month period beginning on October 15 of the year set forth below:

YEAR

REDEMPTION PRICE

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2006.....	106.50%
2007.....	103.25%
2008 and thereafter.....	100.00%

In addition, we must pay accrued and unpaid interest on the notes redeemed to the redemption date.

Optional Redemption upon Equity Offerings. At any time on or prior to October 15, 2005, we may, at our option, on one or more occasions, use the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the principal amount at maturity of the notes originally issued under the indenture at a redemption price of 113.00% of the Accreted Value thereof, plus accrued and unpaid interest thereon, if any, to the date of redemption; provided that:

(1) at least 65% of the principal amount at maturity of notes issued under the indenture remains outstanding immediately after any such redemption; and

(2) we make such redemption not more than 120 days after the consummation of any such Equity Offering.

"Equity Offering" means any public or private offering of our Qualified Capital Stock.

SELECTION AND NOTICE OF REDEMPTION

In the event that we are redeeming less than all of the notes pursuant to one of our optional redemption rights, selection of the notes for redemption will be made by the trustee either:

(1) in compliance with the requirements of the principal national securities exchange, if any, on which the notes are listed; or

(2) on a pro rata basis, by lot or by such method as the trustee may reasonably determine is fair and appropriate;

provided that no partial redemption will reduce the principal amount at maturity of a note not redeemed to less than \$1,000; and provided, further, that any such partial redemption made with the proceeds of an Equity Offering will be made only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to the procedures of DTC or any other depository). We will mail notice of redemption by first-class mail, postage prepaid, at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address. On and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption as long as we have deposited with the paying agent funds in satisfaction of the applicable redemption price.

REPURCHASE UPON CHANGE OF CONTROL

Upon the occurrence of a Change of Control, each holder will have the right to require us to purchase all or a portion of such holder's notes using immediately available funds pursuant to the offer described below, at a purchase price equal to 101% of the Accreted Value thereof plus accrued and unpaid interest to the date of purchase.

Within 30 days following the date upon which the Change of Control occurred, we must send, by first-class mail, postage prepaid, an offer to each

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holder, with a copy to the trustee, which offer will govern the terms of the Change of Control offer. Such offer will state, among other things:

- the purchase price;
- the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law;
- that a Change of Control has occurred;
- that any note not tendered will continue to accrue interest;
- that unless we default on the payment of the purchase price, any notes accepted for payment pursuant to the Change of Control offer will cease to accrue interest after the purchase date; and
- certain procedures that a holder of notes must follow to accept the Change of Control offer or to withdraw such acceptance.

85

Holders electing to have a note purchased pursuant to a Change of Control offer will be required to surrender the note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the purchase date.

On the purchase date, we will, to the extent lawful:

- accept for payment all notes or portions thereof properly tendered pursuant to the Change of Control offer;
- deposit with the paying agent an amount equal to the purchase price in respect of all notes or portions thereof so tendered; and
- deliver or cause to be delivered to the trustee the notes so accepted together with an officers' certificate stating the aggregate principal amount at maturity of notes or portions thereof being purchased by us.

The paying agent will promptly mail to each holder of notes so tendered the purchase price for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount at maturity to any unpurchased portion of the notes surrendered; provided that each such new note will be in a principal amount at maturity of \$1,000 or an integral multiple thereof.

We will not be required to make a Change of Control offer upon a Change of Control if a third party makes the Change of Control offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control offer made by us and purchases all notes validly tendered and not withdrawn under such Change of Control offer.

The trustee may not waive the covenant to offer to purchase the notes upon a Change of Control. Restrictions in the indenture on our and our Restricted Subsidiaries' ability to incur additional Indebtedness, to grant liens on its property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of our company, whether favored or opposed by our management or our board of directors. These restrictions and the restrictions on transactions with Affiliates may, in certain circumstances, make more difficult or discourage any leveraged buyout of our company or any of our Subsidiaries by our management. Consummation of any such transaction in certain

circumstances may require a repurchase of the notes, and neither we nor the acquiring party may have sufficient financial resources to effect such repurchase. In addition, the terms of the Credit Agreement and the indenture may restrict our ability to obtain the financing necessary to fund a Change of Control offer. Our failure to purchase tendered notes following a Change of Control, whether because of a lack of financial resources, a provision in our Credit Agreement or in the indenture, or otherwise, would constitute an Event of Default under the indenture which, in turn, would constitute a default under the Credit Agreement. While such restrictions cover a wide variety of arrangements which have traditionally been used to effect highly leveraged transactions, the indenture may not afford the holders protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger, recapitalization or similar transaction.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of notes pursuant to a Change of Control offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of the indenture, we will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the "Change of Control" provisions of the indenture by virtue thereof.

EXCESS CASH FLOW OFFER

Within 120 days after the end of each fiscal year (beginning with the first full fiscal year after the Issue Date), we will make an offer to purchase to all holders to purchase the maximum principal amount of notes that may be purchased with 50% of Excess Cash Flow for such fiscal year (the "Excess Cash Flow Offer Amount"), at a purchase price in cash equal to 100% of the Accreted Value of the notes to be purchased, plus accrued and unpaid interest to the date of such purchase. The indenture provides for each Excess Cash Flow

86

offer to remain open for a period of 20 business days, unless a longer period is required by law. Promptly after the termination of the Excess Cash Flow offer period, we will purchase and mail or deliver payment for the Excess Cash Flow Offer Amount for the notes or portions thereof tendered, pro rata or by such other method as may be required by law, or, if less than the Excess Cash Flow Offer Amount has been tendered, all notes tendered pursuant to the Excess Cash Flow offer. If the aggregate amount of notes tendered pursuant to any Excess Cash Flow offer is less than the Excess Cash Flow Offer Amount, we may, subject to the other provisions of the indenture and the Collateral Agreements, use any such excess cash flow for general corporate purposes. Upon receiving notice of the Excess Cash Flow offer, holders may elect to tender their notes, in whole or in part, in integral multiples of \$1,000 in exchange for cash.

No later than 30 days prior to the required purchase date, we must send, by first-class mail, postage prepaid, an offer to each holder, with a copy to the trustee, which offer will govern the terms of the Excess Cash Flow offer. Such offer will state, among other things:

- the purchase price;
- the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law;
- that we are making an Excess Cash Flow offer;

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- that any note not tendered will continue to accrue interest;
- that unless we default on the payment of the purchase price, any notes accepted for payment pursuant to the Excess Cash Flow offer will cease to accrue interest after the purchase date; and
- certain procedures that a holder of notes must follow to accept the Excess Cash Flow offer or to withdraw such acceptance.

Holders electing to have a note purchased pursuant to an Excess Cash Flow offer will be required to surrender the note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the purchase date.

On the purchase date, we will, to the extent lawful:

- accept for payment all notes or portions thereof properly tendered pursuant to the Excess Cash Flow offer;
- deposit with the paying agent an amount equal to the purchase price in respect of all notes or portions thereof so tendered; and
- deliver or cause to be delivered to the trustee the notes so accepted together with an officer's certificate stating the aggregate principal amount at maturity of notes or portions thereof being purchased by us.

The paying agent will promptly mail to each holder of notes so tendered the purchase price for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount at maturity to any unpurchased portion of the notes surrendered; provided that each such new note will be in a principal amount at maturity of \$1,000 or an integral multiple thereof.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of notes pursuant to an Excess Cash Flow offer. To the extent that the provisions of any securities laws or regulations conflict with the "Excess Cash Flow Offer" provisions of the indenture, we will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the "Excess Cash Flow Offer" provisions of the indenture by virtue thereof.

87

CERTAIN COVENANTS

The indenture contains, among others, the following covenants:

Limitation on Capital Expenditures. The aggregate amount of our and our Restricted Subsidiaries' Capital Expenditures in any consecutive four fiscal quarter period is limited to the greater of (1) one-third of our EBITDA in the consecutive four fiscal quarter period ending with the latest fiscal quarter for which financial statements are required to be delivered pursuant to the indenture and (2) the Capital Expenditure Basket.

Limitation on Incurrence of Additional Indebtedness. We will not, and will not permit any of our Restricted Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable with respect to, or otherwise become responsible for payment of (collectively, "incur") any Indebtedness (other than Permitted Indebtedness); provided,

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however, that if no Default or Event of Default will have occurred and be continuing at the time of or as a consequence of the incurrence of any such Indebtedness, we or any of our Restricted Subsidiaries that is or, upon such incurrence, becomes a Guarantor may incur Indebtedness (including, without limitation, Acquired Indebtedness) and any Restricted Subsidiary that is not or will not, upon such incurrence, become a Guarantor may incur Acquired Indebtedness, in each case if on the date of the incurrence of such Indebtedness, after giving effect to the incurrence thereof, our Consolidated Fixed Charge Coverage Ratio is at least equal to:

- 2.0 to 1.0, if such proposed incurrence is to be consummated on or prior to October 15, 2004;
- 2.25 to 1.0, if such proposed incurrence is to be consummated on or prior to October 15, 2005; and
- 2.5 to 1.0, if such proposed incurrence is to be consummated thereafter.

Limitation on Restricted Payments. We will not, and will not cause or permit any of our Restricted Subsidiaries to, directly or indirectly (each, a "Restricted Payment"):

(1) declare or pay any dividend or make any distribution (other than dividends or distributions payable in our Qualified Capital Stock, dividends and distributions payable to us or any Restricted Subsidiary and pro rata dividends or distributions made by a Restricted Subsidiary that is not a Wholly-Owned Subsidiary) on or in respect of our Capital Stock or Capital Stock of our Restricted Subsidiaries to holders of such Capital Stock;

(2) purchase, redeem or otherwise acquire or retire for value any of our Capital Stock or Capital Stock of our Restricted Subsidiaries (other than any such Capital Stock of a Restricted Subsidiary held by us or a Guarantor);

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of our company or any Guarantor that is subordinate or junior in right of payment to the notes or a Guarantee (other than Indebtedness permitted under clause (6) of the definition of "Permitted Indebtedness"); or

(4) make any Investment (other than any Permitted Investment);

if at the time of such Restricted Payment or immediately after giving effect thereto,

(i) a Default or an Event of Default will have occurred and be continuing; or

(ii) we are not able to incur at least \$1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the covenant described under "-- Limitation on Incurrence of Additional Indebtedness;" or

(iii) the aggregate amount of all Restricted Payments (including such proposed Restricted Payment) made subsequent to the Issue Date (the amount expended for such purposes, if other than

in cash, being the Fair Market Value of such property as determined in good faith by our board of directors at the time of the making thereof) will exceed the sum of:

(w) 50% of our cumulative Consolidated Net Income (or if cumulative Consolidated Net Income will be a loss, minus 100% of such loss) earned subsequent to the Issue Date and ending on the last day of our last fiscal quarter for which financial statements are available (the "Reference Date") (treating such period as a single accounting period); plus

(x) 100% of the aggregate net cash proceeds received by us from any Person (other than a Subsidiary of ours) as a contribution to our capital or from the issuance and sale subsequent to the Issue Date and on or prior to the Reference Date of our Qualified Capital Stock (including upon the exercise of options, warrants or rights); plus

(y) 100% of the aggregate net cash proceeds received from the issuance of our Indebtedness that have been converted into or exchanged for our Qualified Capital Stock subsequent to the Issue Date and on or prior to the Reference Date; plus

(z) an amount equal to the sum of (i) the net reduction in the Investments (other than Permitted Investments) made by us or any Restricted Subsidiary in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investment and proceeds representing the return of capital (excluding dividends and distributions), in each case received by us or any Restricted Subsidiary, and (ii) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to our equity interest in such Subsidiary) of the fair market value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; provided, however, that the foregoing sum will not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by us or any Restricted Subsidiary in such Person or Unrestricted Subsidiary; provided further, however, that no amount will be included under this clause (z) to the extent it is already included in our Consolidated Net Income in clause (w) above.

Notwithstanding the foregoing, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or redemption of any Capital Stock within 60 days after the date of declaration or call for redemption thereof, if at such date of declaration or call for redemption such payment or redemption would have been permitted;

(2) the purchase, redemption or other acquisition or retirement for value of any of our Capital Stock, either (i) solely in exchange for our Qualified Capital Stock or (ii) through the application of net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary) of our Qualified Capital Stock;

(3) the purchase, redemption, defeasance or other acquisition or retirement for value of any of our Indebtedness of our company or the Guarantors that is subordinate or junior in right of payment to the notes and Guarantees either (i) solely in exchange for our Qualified

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Capital Stock, or (ii) through the application of net proceeds of a substantially concurrent sale for cash (other than to a Subsidiary) of (a) our Qualified Capital Stock or (b) Refinancing Indebtedness;

(4) an Investment acquired as a result of the capital contribution or in exchange for, or out of the proceeds of a substantially concurrent offering (other than to one or more of our Subsidiaries) of, our Qualified Capital Stock;

(5) payments or distributions to stockholders pursuant to appraisal rights required under applicable law in connection with any consolidation, merger or transfer of assets that complies with the covenant described under "-- Merger, Consolidation and Sale of Assets";

89

(6) if no Default or Event of Default will have occurred and be continuing, repurchases, redemptions, acquisitions or retirements of (or payments to Holdings to permit Holdings to repurchase, redeem, acquire or retire) our, Holdings' or any Restricted Subsidiary's Qualified Capital Stock from employees, former employees, directors or former directors of our company or any of our Restricted Subsidiaries or their authorized representatives upon the death, disability or termination of employment of such employees, former employees, directors or former directors; provided, however, that the aggregate amount paid for all repurchased, redeemed, acquired or retired Qualified Capital Stock does not exceed \$500,000 during any twelve-month period (excluding any such repurchases, redemptions, acquisitions or retirements with the proceeds of any life insurance policy or policies maintained by us or under which we are the beneficiary);

(7) repurchases, redemptions, acquisitions or retirements of our Qualified Capital Stock deemed to occur upon the exercise of options, warrants or other rights under employee benefit plans of our company or our Subsidiaries if such Qualified Capital Stock represents all or a portion of the exercise price thereof;

(8) if no Default or Event of Default will have occurred and be continuing, the redemption, repurchase, acquisition or retirement of Capital Stock of any Restricted Subsidiary; provided that if our company or any Restricted Subsidiary incurs Indebtedness in connection with such redemption, repurchase, acquisition or retirement, after giving effect to such incurrence and such redemption, repurchase, acquisition or retirement, we could incur \$1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the covenant described under "--Limitation on Incurrence of Additional Indebtedness";

(9) dividends or distributions paid by us to Holdings to be used by Holdings to pay Federal, state and local taxes payable by Holdings and directly attributable or which arise as a result of our and our Restricted Subsidiaries' operations; provided that such dividends or distributions do not exceed the amount we and our Restricted Subsidiaries would be required to pay as a stand-alone taxpayer;

(10) any Restricted Payment pursuant to or contemplated by, or to pay amounts due under (whether such Restricted Payment is made to third parties or to Holdings for payment to third parties), the merger agreement or the management consulting agreement; and

(11) if no Default or Event of Default will have occurred and be continuing, Restricted Payments (in addition to those permitted by

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clauses (1) through (10) of this paragraph) in an aggregate amount not to exceed \$2.0 million subsequent to the Issue Date.

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date in accordance with clause (iii) of the immediately preceding paragraph, amounts expended pursuant to clauses (1), (2) (ii), 3(ii) (a), (4), (6) and (11) will be included in such calculation.

Not later than the date of making any Restricted Payment, we will deliver to the trustee an officers' certificate stating that such Restricted Payment complies with the indenture and setting forth in reasonable detail the basis upon which the required calculations were computed, which calculations may be based upon our latest available internal quarterly financial statements.

Limitation on Sale/Leaseback Transactions. We will not, and will not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with respect to any property unless (1) immediately after giving effect to such transaction, we or such Restricted Subsidiary would be entitled to incur at least \$1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "-- Limitation on Incurrence of Additional Indebtedness" covenant and (2) to the extent such Sale/Leaseback Transaction is an Asset Sale, we comply with the covenant described under "-- Limitation on Asset Sales."

90

Limitation on Asset Sales. We will not, and will not permit any of our Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) we or the applicable Restricted Subsidiary, as the case may be, receive consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of (as determined in good faith by our board of directors); and

(2) at least 75% of the consideration received by us or the Restricted Subsidiary, as the case may be, from such Asset Sale will be in the form of cash and/or Cash Equivalents and is received at the time of such disposition. For purposes of this provision, the following will be deemed to be cash: (A) the amount of any liabilities (as shown on the most recent applicable balance sheet) of our company or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the notes) that are assumed by the transferee of any such assets so long as the documents governing such liabilities provide that there is no further recourse to us or any of our Subsidiaries with respect to such liabilities and (B) notes, securities or other similar obligations received by us or any Restricted Subsidiary from such transferee that are converted, sold or exchanged, within 180 days of the related Asset Sale, by us or our Restricted Subsidiaries into cash (with such amount actually realized being the portion deemed to be cash).

Upon the consummation of an Asset Sale, we may apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 180 days of receipt thereof either:

- to repay Indebtedness under the Credit Agreement;
- to make an investment (or to enter into a legally binding agreement to invest) in Replacement Assets or to repay any Indebtedness incurred within 180 days prior to such Asset Sale and used to acquire Replacement Assets in contemplation of such Asset Sale; or

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- a combination of prepayment and investment permitted by the foregoing clauses.

Pending the application of any such Net Cash Proceeds, we may temporarily reduce Indebtedness or otherwise invest such Net Cash Proceeds in any manner that is not prohibited by the indenture. If any such legally binding agreement to invest such Net Cash Proceeds is terminated, then we may, within 90 days of such termination or within 180 days of such Asset Sale, whichever is later, invest such Net Cash Proceeds as provided in the immediately preceding paragraph (without regard to the parenthetical contained in the second bullet point thereof). The amount of such Net Cash Proceeds not so used as set forth in the immediately preceding paragraph or in this paragraph constitutes "Excess Proceeds." Notwithstanding the foregoing, for purposes of determining whether an Excess Proceeds offer is required, pursuant to the immediately following paragraph, Excess Proceeds at any time will be reduced by the Accreted Value of notes acquired (and surrendered to the trustee for cancellation) by us through open market purchases or optional redemption subsequent to the date of the Asset Sale giving rise to the Excess Proceeds.

When the aggregate amount of Excess Proceeds exceeds \$5.0 million, we will, not less than 30 nor more than 60 days following such date, make an offer to purchase from all holders and all holders of other Indebtedness that ranks pari passu in right of payment with the notes containing provisions requiring the redemption or prepayment or offers to purchase with the proceeds of sales of assets on a pro rata basis, that amount of notes equal to the amount of the Excess Proceeds at a price equal to 100% of the Accreted Value of the notes to be purchased, plus accrued and unpaid interest, if any, thereon to the date of purchase (provided that in the case where such other Indebtedness is outstanding under a revolving credit or similar agreement, the commitment to lend thereunder is concurrently or permanently reduced). The aggregate Accreted Value of notes to be purchased pursuant to an Excess Proceeds offer may be reduced by the Accreted Value of notes acquired by us through open market purchases or optional redemption subsequent to the date of the Asset Sale giving rise to the Excess Proceeds offer and surrendered to the trustee for cancellation.

91

In the event of the transfer of substantially all (but not all) of the property and assets of our company and our Restricted Subsidiaries as an entirety to a Person in a transaction permitted under "-- Merger, Consolidation and Sale of Assets," which transaction does not constitute a Change of Control, the successor corporation will be deemed to have sold the properties and assets of our company and our Restricted Subsidiaries not so transferred for purposes of this covenant, and will comply with the provisions of this covenant with respect to such deemed sale as if it constituted an Asset Sale. In addition, the Fair Market Value of such properties and assets deemed to be sold will be deemed to be Net Cash Proceeds for purposes of this covenant.

Each notice of an Excess Proceeds offer will be mailed to the record holders as shown on the register of holders, with a copy to the trustee, and will comply with the procedures set forth in the indenture. Upon receiving notice of the Excess Proceeds offer, holders may elect to tender their notes in whole or in part in integral multiples of \$1,000 in exchange for cash. To the extent holders tender notes in an amount less than the Excess Proceeds, we may use the deficiency for any purpose not otherwise prohibited by the indenture. To the extent holders properly tender notes in an amount exceeding the Excess Proceeds offer amount, we will purchase

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notes of tendering holders on a pro rata basis (based on amounts tendered). An Excess Proceeds offer will remain open for a period of 20 business days or such longer period as may be required by law.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of notes pursuant to an Excess Proceeds offer. To the extent that the provisions of any securities laws or regulations conflict with the "Limitation on Asset Sales" provisions of the indenture, we will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the "Limitation on Asset Sales" provisions of the indenture by virtue thereof.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. We will not, and will not cause or permit any of our Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock to us;

(2) make loans or advances or to pay any Indebtedness or other obligation owed to us or any other Restricted Subsidiary; or

(3) transfer any of its property or assets to us or any other Restricted Subsidiary,

except, in each case, for such encumbrances or restrictions existing under or by reason of:

(a) applicable law;

(b) the indenture, the notes, the Guarantees and the Collateral Agreements;

(c) customary non-assignment provisions of any contract or any lease governing a leasehold interest of any Restricted Subsidiary;

(d) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(e) agreements existing on the Issue Date, including, without limitation, the Credit Agreement;

(f) any contract for sale of assets permitted by the covenant contained in "-- Limitation on Asset Sales" with respect to the assets to be sold pursuant to such contract;

92

(g) in the case of clause (3) above, restrictions contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary permitted under the indenture to the extent such restrictions restrict the transfer of the property subject to such security agreements or mortgages; and

(h) amendments, modifications, renewals, Refinancings, replacements

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or substitutions of an instrument or agreement referred to in clause (b), (d) or (e) above; provided, however, that the provisions relating to such encumbrances or restrictions contained in any such Indebtedness, taken as a whole, are no less favorable to us in any material respect as determined by our board of directors in their reasonable and good faith judgment than the provisions relating to such encumbrances or restrictions contained in the agreements or instruments so amended, modified, renewed, Refinanced, replaced or substituted.

Limitation on Issuances and Sales of Capital Stock of Subsidiaries. We will not permit or cause any of our Restricted Subsidiaries to issue or sell any Capital Stock (other than director's qualifying shares and other than to us or to a Wholly-Owned Subsidiary) or permit any Person (other than us or a Wholly-Owned Subsidiary) to own or hold any Capital Stock of any Restricted Subsidiary or any Lien or security interest therein (other than the lenders under the Credit Agreement); provided, however, that this provision will not prohibit the sale of all of the Capital Stock of a Restricted Subsidiary in compliance with the provisions of the "-- Limitation on Asset Sales" covenant.

Limitation on Liens. We will not, and will not cause or permit any of our Restricted Subsidiaries to, directly or indirectly, create, incur, assume or permit or suffer to exist any Liens (other than Permitted Liens) of any kind against or upon any property or assets of our company or any of our Restricted Subsidiaries whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, or assign or otherwise convey any right to receive income or profits therefrom.

Merger, Consolidation and Sale of Assets. We will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of our properties and assets (determined on a consolidated basis for our company and our Restricted Subsidiaries) to any Person unless:

(1) either:

(a) we will be the surviving or continuing corporation; or

(b) the Person (if other than our company) formed by or surviving such consolidation or merger or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the all or substantially all of the properties and assets of our company and our Restricted Subsidiaries:

(x) will be a corporation organized and validly existing under the laws of the United States or any state thereof or the District of Columbia; and

(y) will expressly assume, by supplemental indenture (in form and substance reasonably satisfactory to the trustee), executed and delivered to the trustee, our obligation for the due and punctual payment of the principal of, premium, if any, and interest on all of the notes and the performance of every covenant of the notes, the indenture, the Collateral Agreements and the Registration Rights Agreement on our part to be performed or observed;

(2) immediately after giving effect to such transaction, our company or such surviving entity, as the case may be will be able to incur at least \$1.00 of additional Indebtedness (other than Permitted

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Indebtedness) in compliance with the "-- Limitation on Incurrence of Additional Indebtedness" covenant; provided that this clause (2) does not apply if, in the good faith determination of our board of directors, whose determination will be evidenced by a Board Resolution, the principal purpose of such transaction is to change the state of incorporation of our

93

company and any such transaction will not have as one of its purposes the evasion of the foregoing limitations; and

(3) immediately after giving effect to such transaction or series of related transactions, no Default or Event of Default will have occurred or be continuing.

In connection with any such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, we or the surviving Person must deliver to the trustee, in form and substance reasonably satisfactory to the trustee, an officers' certificate and an opinion of counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the indenture and that all conditions precedent in the indenture relating to such transaction have been satisfied.

The indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of our company in accordance with the foregoing, in which we are not the continuing corporation, the successor Person formed by such consolidation or into which we are merged or to which such conveyance, lease or transfer is made will succeed to, and be substituted for, and may exercise every right and power of, us under the indenture and the notes with the same effect as if such surviving entity had been named as such. Upon such substitution we and any Guarantors that remain Subsidiaries of us will be released from the indenture and the notes.

Each Guarantor (other than any Guarantor whose Guarantee is to be released in accordance with the terms of the Guarantee and the indenture in connection with any transaction complying with the provisions of "--Limitation on Asset Sales") will not, and we will not cause or permit any Guarantor to, consolidate with or merge with or into any Person other than us or any other Guarantor that is a Wholly-Owned Restricted Subsidiary unless:

(1) the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, lease, conveyance or other disposition will have been made is a corporation organized and existing under the laws of the United States, any state thereof or the District of Columbia;

(2) such entity assumes by supplemental indenture all of the obligations of the Guarantor on the Guarantee;

(3) immediately after giving effect to such transaction, no Default or Event of Default will have occurred and be continuing; and

(4) immediately after giving effect to such transaction and the use of any net proceeds therefrom on a pro forma basis, we could satisfy the provisions of clause (2) of the first paragraph of this covenant.

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In connection with any such consolidation or merger, we must deliver to the trustee, in form and substance reasonably satisfactory to the trustee, an officers' certificate and an opinion of counsel, each stating that such consolidation or merger and supplemental indenture comply with the applicable provisions of the indenture and that all conditions precedent in the indenture relating to such transaction have been satisfied. Any merger or consolidation of a Guarantor with and into our company (with our company being the surviving Person) or another Guarantor that is a Wholly-Owned Restricted Subsidiary of our company need only comply with this paragraph.

Limitations on Transactions with Affiliates. We will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into any contract, agreement, understanding, loan, advance, guarantee or other transaction or series of related transactions with, or for the benefit of, any Affiliate of us or any Restricted Subsidiary (other than us or a Restricted Subsidiary including any Person that

94

becomes a Restricted Subsidiary as a result of such transaction) (collectively, "Interested Persons"), unless:

- such transaction or series of transactions are on terms that are no less favorable to us or such Restricted Subsidiary, as the case may be, than would have been able to be obtained at the time for a comparable transaction in arm's-length dealings with third-parties that are not Interested Persons;
- with respect to any transaction or series of related transactions involving aggregate value equal to or greater than \$500,000 and less than \$1.0 million, we will have delivered an officers' certificate to the trustee certifying that such transaction or series of transactions complies with the previous bullet point;
- with respect to any transaction or series of related transactions involving aggregate value equal to or greater than \$1.0 million and less than \$5.0 million, (x) such transaction or series of related transactions will be approved by a majority of the disinterested members of our board of directors or the board of directors of such Restricted Subsidiary, as the case may be, such approval to be evidenced by a Board Resolution stating that such board of directors has determined that such transaction or series of related transactions complies with the foregoing provisions or (y) we will have obtained a written opinion from an Independent Financial Advisor certifying that such transaction or series of related transactions is fair to us or our Restricted Subsidiary, as the case may be, from a financial point of view; and
- with respect to any transaction or series of related transactions involving aggregate value equal to or greater than \$5.0 million, we will have obtained a written opinion from an Independent Financial Advisor certifying that such transaction or series of related transactions is fair to us or our Restricted Subsidiary, as the case may be, from a financial point of view.

The restrictions of this covenant will not apply to:

(1) reasonable fees and compensation (including stock options and other awards pursuant to our or our Restricted Subsidiaries' employee

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benefit plans) paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of our company or any Restricted Subsidiary as determined in good faith by our board of directors or senior management;

(2) transactions exclusively between or among our company and any of our Restricted Subsidiaries or exclusively between or among such Restricted Subsidiaries, provided such transactions are not otherwise prohibited by the indenture;

(3) transactions pursuant to or contemplated by any agreement as in effect as of the Issue Date (including, without limitation, the merger agreement, the stockholders agreement and the management consulting agreement), or any amendment, modification, renewal, Refinancing, replacement or substitution thereof so long as any such amendment, modification, renewal, Refinancing, replacement or substitution thereof is not more disadvantageous to the holders in any material respect than the original agreement as in effect on the Issue Date;

(4) loans and advances to, and reimbursement of expenses incurred by, officers, directors and employees in the ordinary course of business of our company or any Restricted Subsidiary;

(5) any issuance or sale of our Qualified Capital Stock; or

(6) Restricted Payments permitted by the indenture.

Additional Subsidiary Guarantees. If we or any of our Restricted Subsidiaries transfers or causes to be transferred, in one transaction or a series of related transactions, any property to any Subsidiary that, following such transaction or series of related transactions is a Domestic Restricted Subsidiary but is not a Guarantor, or if we or any of our Subsidiaries organize, acquire or otherwise invest in another

95

Subsidiary that, following such organization, acquisition or investment is a Domestic Restricted Subsidiary but is not a Guarantor, then such transferee or acquired or other Subsidiary will:

(1) execute and deliver to the trustee a supplemental indenture in form reasonably satisfactory to the trustee pursuant to which such Subsidiary will unconditionally guarantee on a senior secured basis all of our obligations under the notes and the indenture on the terms set forth in the indenture;

(2) (a) execute and deliver to the Lender Agent such amendments to the Intercreditor Agreement as the Lender Agent deems necessary or advisable in order to make such Subsidiary a party to the Intercreditor Agreement; (b) execute and deliver to the Collateral Agent and the trustee such amendments to the Collateral Agreements as the Collateral Agent deems necessary or advisable in order to grant to the Collateral Agent, for the benefit of the holders and the Lenders, a perfected security interest in the Capital Stock of such new Subsidiary and the debt securities of such new Subsidiary, subject only to Permitted Liens, which are owned by us or any Subsidiary and required to be pledged pursuant to the Security Agreement and (c) deliver to the Collateral Agent the certificates representing such Capital Stock and debt securities, together with (i) in the case of such Capital Stock, undated stock powers or instruments of transfer, as applicable, endorsed in blank, and (ii) in the case of such debt securities, endorsed in blank,

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in each case executed and delivered by an officer of our company or such Subsidiary, as the case may be;

(3) take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the holders and the trustee a perfected security interest in the assets of such new Subsidiary, subject only to Permitted Liens, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Security Agreement or by law or as may be reasonably requested by the Collateral Agent;

(4) take such further action and execute and deliver such other documents specified in the indenture or otherwise reasonably requested by the trustee or the Collateral Agent to effectuate the foregoing; and

(5) deliver to the trustee an opinion of counsel that such supplemental indenture and any other documents required to be delivered have been duly authorized, executed and delivered by such Restricted Subsidiary and constitute legal, valid, binding and enforceable obligations of such Restricted Subsidiary and such other opinions regarding the perfection of such liens in the Collateral of or consisting of the Capital Stock of such Restricted Subsidiary as provided for in the indenture.

Thereafter, such Restricted Subsidiary will be a Subsidiary Guarantor for all purposes of the indenture.

Impairment of Security Interest. Neither we nor any of the Guarantors will take or omit to take any action which would adversely affect or impair the Liens in favor of the Collateral Agent, on behalf of itself, the trustee and the holders of the notes, with respect to the Collateral. Neither we nor any of our Restricted Subsidiaries will grant to any Person, or permit any Person to retain (other than the Collateral Agent or a Sub-Collateral Agent), any interest whatsoever in the Collateral other than Permitted Liens. Neither we nor any of our Restricted Subsidiaries will enter into any agreement that requires the proceeds received from any sale of Collateral to be applied to repay, redeem, defease or otherwise acquire or retire any Indebtedness of any Person, other than as permitted or required by the indenture, the notes, the Intercreditor Agreement, the Credit Agreement or the Collateral Agreements. We will, and will cause each Guarantor to, at our sole cost and expense, execute and deliver all such agreements and instruments as the Collateral Agent or the trustee will reasonably request to more fully or accurately describe the property intended to be Collateral or the obligations intended to be secured by the Collateral Agreements. We will, and will cause each Guarantor to, at its sole cost and expense, file any such notice filings or other agreements or instruments as may be reasonably necessary or desirable under applicable law to perfect the Liens created by the Collateral Agreements at such times and at such places as the Collateral Agent may reasonably request.

96

Real Estate Mortgages and Filings. With respect to any real property, other than a leasehold (individually and collectively, the "Premises"), (i) acquired after the Issue Date with a purchase price or (ii) as of the Issue Date, with a Fair Market Value, of greater than \$500,000:

(1) we will deliver to the Collateral Agent, as mortgagee, fully executed counterparts of Mortgages, each dated as of the date of acquisition of such property, duly executed by us or the applicable Subsidiary, together with evidence of the completion (or satisfactory

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arrangements for the completion), of all recordings and filings of such Mortgage as may be necessary or, in the reasonable opinion of the Collateral Agent desirable, to create a valid, perfected Lien, subject to Permitted Liens, against the properties purported to be covered thereby;

(2) the Collateral Agent will have received mortgagee's title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the trustee and the holders in amounts and in form and substance and issued by insurers reasonably acceptable to the Collateral Agent, with respect to the property purported to be covered by such Mortgage, insuring that title to such property is marketable and that the interests created by the Mortgage constitute valid Liens thereon free and clear of all liens, defects and encumbrances other than Permitted Liens, and such policies will also include, to the extent available, a revolving credit endorsement and such other endorsements as the Collateral Agent will reasonably request and will be accompanied by evidence of the payment in full of all premiums thereon; and

(3) we will deliver to the Collateral Agent, with respect to each of the covered Premises, filings, surveys, local counsel opinions and fixture filings, along with such other documents, instruments, certificates and agreements as the Collateral Agent and its counsel will reasonably request.

Leasehold Mortgages and Filings. We and each of our Restricted Subsidiaries will deliver Mortgages with respect to our leasehold interests in the premises (the "Leased Premises") occupied by us pursuant to leases entered into after the Issue Date (collectively, the "Leases," and individually, a "Lease"), other than renewals of leases existing on the Issue Date.

Prior to the effective date of any Lease, we and such Restricted Subsidiaries will provide to the trustee all of the items described in clauses (2) and (3) of "-- Real Estate Mortgages and Filings" above and in addition will use its reasonable commercial efforts to obtain an agreement executed by the lessor of the Lease, whereby the lessor consents to the Mortgage and waives or subordinates its landlord Lien (whether granted by the instrument creating the leasehold estate or by applicable law), if any, and which will be entered into by the Collateral Agent.

Conduct of Business. We and our Restricted Subsidiaries will not engage in any businesses which are not the same, similar, reasonably related or ancillary to the businesses in which we and our Restricted Subsidiaries are engaged on the Issue Date.

Reports to Holders. Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, we will furnish the trustee and, upon request, to the holders of notes:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if we were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of us and our consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in Management's Discussion and Analysis of Financial Condition and Results of Operations, the financial condition and results of operations of us and our Restricted Subsidiaries separate from the financial condition and results of operations of our

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Unrestricted Subsidiaries, if any, but only to the extent such Unrestricted Subsidiaries are material to our or Holdings', as applicable, consolidated results of operations or financial condition) and, with respect to the annual information only, a report thereon by our certified independent accounts; and

97

(2) all current reports that would be required to be filed with the SEC on Form 8-K if we were required to file such reports;

in each case within the time periods specified in the SEC's rules and regulations; provided, however, that so long as Holdings is a Guarantor of the notes and complies with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and provided as described hereunder may, at our option, be filed by and be those of Holdings rather than us.

In addition, following the consummation of the exchange offer contemplated by the Registration Rights Agreement, whether or not required by the rules and regulations of the SEC, we will file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing). In addition, we have agreed that, prior to the consummation of the Exchange Offer, for so long as any notes remain outstanding, it will furnish to the holders upon their request, the information required to be delivered pursuant to Rule 144(A) (d) (4) under the Securities Act.

POSSESSION, USE AND RELEASE OF COLLATERAL

Unless an Event of Default will have occurred and be continuing, we will have the right to remain in possession and retain exclusive control of the Collateral (other than as set forth in the Collateral Agreements), to freely operate the Collateral and to collect, invest and dispose of any income therefrom.

Release of Collateral. Upon compliance by us with the conditions set forth below in respect of any release of items of Collateral, and upon delivery by us to the Collateral Agent of an opinion of counsel to the effect that such conditions have been met, the Collateral Agent will release the Released Interests (as hereinafter defined) from the Lien of the Collateral Agreements and reconvey the Released Interests to us.

Asset Sale Release. We have the right to obtain a release of Liens securing the notes with respect to items of Collateral (the "Released Interests") subject to an Asset Sale permitted hereunder upon delivery to the Collateral Agent of the following:

(1) notice from us requesting the release of Released Interests: (i) describing the proposed Released Interests; (ii) specifying the value of such Released Interests on a date within 60 days of such notice (the "Valuation Date"); (iii) stating that the purchase price received is at least equal to the Fair Market Value of the Released Interests; (iv) stating that the release of such Released Interests would not be expected to interfere in any material respect with the Collateral Agent's ability to realize the value of the remaining Collateral and will not impair in any material respect the maintenance and operation of the remaining Collateral; and (v) certifying that such Asset Sale complies with the terms and conditions of the indenture with respect thereto; and

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(2) an officers' certificate stating that: (i) such Asset Sale covers only the Released Interests and complies with the terms and conditions of the indenture with respect to Asset Sales; (ii) there is no Default or Event of Default in effect or continuing on the date thereof, the Valuation Date or the date of such Asset Sale; (iii) the release of the Collateral will not result in a Default or Event of Default under the indenture; and (iv) all conditions precedent in the indenture relating to the release in question have been or will be complied with.

Release of Inventory and Accounts Receivable Collateral. Notwithstanding any provision to the contrary in the indenture, Collateral comprised of accounts receivable, inventory or (prior to an Event of Default) the proceeds of the foregoing will be subject to release upon sales of such inventory and collection of the proceeds of such receivables in the ordinary course of business. If we request in writing, the Collateral Agent or the Sub-Collateral Agent will execute and deliver such documents, instruments or statements and to take such other action as we may reasonably request to evidence or confirm that the Collateral falling under this "-- Release of Inventory and Accounts Receivable Collateral" provision has been released from the Liens of each of the Security Documents.

98

EVENTS OF DEFAULT

The following events are defined in the indenture as "Events of Default":

(1) the failure to pay premium, if any, interest on or any other amount (other than principal of the notes) on any notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the failure to pay the principal on any notes, when such principal becomes due and payable, at maturity, upon optional or mandatory redemption, required purchase or otherwise;

(3) a default under the covenants described above under "Repurchase upon Change of Control" (other than a failure to purchase Notes validly tendered), "Excess Cash Flow Offer" (other than a failure to purchase Notes validly tendered) or under "-- Certain Covenants" (other than a failure to purchase Notes validly tendered pursuant to "-- Limitation on Asset Sales"), which default continues for a period of 30 days after we receive written notice specifying the default (and demanding that such default be remedied) from the trustee or the holders of at least 25% of the outstanding principal amount at maturity of the notes (except in the case of a default with respect to the "-- Merger, Consolidation and Sale of Assets" covenant, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);

(4) a default under any other agreement contained in the indenture or any Collateral Agreement, which default continues for a period of 60 days after we receive written notice specifying the default (and demanding that such default be remedied) from the trustee or the holders of at least 25% of the outstanding principal amount at maturity of the notes;

(5) the failure to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of ours or any Restricted Subsidiary, or the acceleration of the final stated maturity of any such Indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 20 days from the date of acceleration) if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such

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Indebtedness in default for failure to pay principal at final maturity or which has been accelerated (in each case with respect to which the 20-day period described above has elapsed), aggregates \$5.0 million or more at any one time;

(6) one or more judgments in an aggregate amount in excess of \$5.0 million (which are not covered by a reputable and solvent third party insurer as to which such insurer has not disclaimed coverage) will have been rendered against us or any of our Restricted Subsidiaries and such judgments remain undischarged, unbonded, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable;

(7) certain events of bankruptcy affecting us or any of our Significant Subsidiaries;

(8) any Collateral Agreement at any time for any reason will cease to be in full force and effect (other than as provided by the terms of the Collateral Agreements and the indenture), or ceases to give the Collateral Agent the Liens, rights, powers and privileges purported to be created thereby, superior to and prior to the rights of all third Persons other than the Lenders and other than the holders of Permitted Liens and subject to no other Liens except as expressly permitted by the applicable Collateral Agreement;

(9) we or any of our Subsidiaries, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Collateral Agreement; or

(10) any Guarantee of a Significant Subsidiary ceases to be in full force and effect or any Guarantee of a Significant Subsidiary is declared to be null and void and unenforceable or any Guarantee of a Significant Subsidiary is found to be invalid or any Guarantor that is a Significant Subsidiary denies its liability under its Guarantee (in each case, other than by reason of release of a Guarantor in accordance with the terms of the indenture).

99

If an Event of Default (other than an Event of Default specified in clause (7) above with respect to the us) will occur and be continuing and has not been waived, the trustee or the holders of at least 25% in principal amount at maturity of outstanding notes may declare the Accreted Value of and accrued and unpaid interest on all the notes to be due and payable by notice in writing to us and the trustee specifying the respective Event of Default and that it is a "notice of acceleration" (the "Acceleration Notice"), and the same will become immediately due and payable.

If an Event of Default specified in clause (7) above with respect to us occurs and is continuing, then the Accreted Value of and accrued and unpaid interest on all of the outstanding notes will become immediately due and payable without any declaration or other act on the part of the trustee or any holder.

At any time after a declaration of acceleration with respect to the notes as described in the preceding paragraph, the holders of a majority in principal amount at maturity of the notes may rescind and cancel such declaration and its consequences if:

- (1) the rescission would not conflict with any judgment or decree;
- (2) all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of

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the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal and premium, if any, which has become due otherwise than by such declaration of acceleration, has been paid;

(4) we have paid the trustee its reasonable compensation and reimbursed the trustee for its expenses, disbursements and advances; and

(5) in the event of the cure or waiver of an Event of Default of the type described in clause (7) of the description above of Events of Default, the trustee will have received an officers' certificate and an opinion of counsel that such Event of Default has been cured or waived.

No such rescission will affect any subsequent Default or impair any right consequent thereto.

The holders of a majority in principal amount at maturity of the notes may waive any existing Default or Event of Default under the indenture, and its consequences, except a default in the payment of the principal of or interest on any notes or in respect of a covenant or provision which under the indenture cannot be modified or amended without the consent of the holder of each note then outstanding.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture and under the Trust Indenture Act. Subject to the provisions of the indenture relating to the duties of the trustee, the trustee is under no obligation to exercise any of its rights or powers under the indenture at the request, order or direction of any of the holders, unless such holders have offered to the trustee reasonable indemnity. Subject to the provisions of the indenture and applicable law, the holders of a majority in aggregate principal amount at maturity of the then outstanding notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee.

If a default or an Event of Default exists and is known to the trustee, the trustee will mail to each holder of the notes notices of the default or Event of Default within 10 days after the occurrence thereof. Except in the case of a payment default, the trustee may withhold the notice to the holders of such notes if a committee of its trust officers in good faith determines that withholding the notice is in the interests of the holders of the notes.

Under the indenture, we must furnish to the trustee annual statements as to the performance by our company and the Guarantors of their respective obligations under the indenture and as to any default in such performance. We also must notify the trustee promptly of the occurrence of any default or Event of Default.

100

NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS

No past, present or future director, officer, employee, incorporator, or stockholder of our company, as such, will have any liability for any obligations of our company or the Guarantors under the notes, the Guarantees or the indenture or for any claim based on, in respect of, such obligations or their creation. Each holder, by accepting a note, waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes.

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LEGAL DEFEASANCE AND COVENANT DEFEASANCE

We may, at our option and at any time, elect to have our obligations and the obligations of the Guarantors discharged with respect to the outstanding notes ("Legal Defeasance"). Such Legal Defeasance means that we will be deemed to have paid and discharged the entire indebtedness represented by the outstanding notes, except for:

- (1) the rights of holders to receive payments in respect of the principal of, premium, if any, and interest on the notes when such payments are due;
- (2) our obligations with respect to the notes concerning issuing temporary notes, registration of notes, replacing mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payments;
- (3) the rights, powers, trusts, duties and immunities of the trustee and our obligations in connection therewith; and
- (4) the Legal Defeasance provisions of the indenture.

In addition, we may, at our option and at any time, elect to have our and our Restricted Subsidiaries' obligations released with respect to certain covenants that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, reorganization and insolvency events) described under "Events of Default" will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) we must irrevocably deposit with the trustee, in trust, for the benefit of the holders cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts and at such times as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the notes on the stated dates for payment or redemption, as the case may be;

- (2) in the case of Legal Defeasance, we must have delivered to the trustee an opinion of counsel in the United States reasonably acceptable to the trustee confirming that:

- (a) we have received from, or there has been published by, the Internal Revenue Service a ruling; or

- (b) since the date of the indenture, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

- (3) in the case of Covenant Defeasance, we must have delivered to the trustee an opinion of counsel reasonably acceptable to the trustee

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confirming that the holders will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to

101

federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default will have occurred and be continuing on the date of such deposit or insofar as Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of deposit (other than a Default or Event of Default resulting from the incurrence of Indebtedness, all or a portion of which will be used to defease the notes concurrently with such incurrence);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which we or any of our Subsidiaries is a party or by which the we or any of our Subsidiaries is bound;

(6) we must have delivered to the trustee an officers' certificate stating that the deposit was not made by us with the intent of preferring the holders over any other of our creditors or with the intent of defeating, hindering, delaying or defrauding any other of our creditors or others;

(7) we must have delivered to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with;

(8) we must have delivered to the trustee an opinion of counsel to the effect that (A) the trust funds will not be subject to the rights of holders of our Indebtedness other than the notes and (B) assuming no intervening bankruptcy of our company between the date of deposit and the 91st day following the date of deposit and that no holder is an insider of our company, after the 91st day following the date of deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; and

(9) certain other customary conditions precedent must be satisfied.

Notwithstanding the foregoing, the opinion of counsel required by clause (2) above with respect to a Legal Defeasance need not be delivered if all notes not theretofore delivered to the trustee for cancellation (x) have become due and payable or (y) will become due and payable on the maturity date within one year under arrangements satisfactory to the trustee for the giving of notice of redemption by the trustee in our name, and at our expense.

SATISFACTION AND DISCHARGE

The indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the notes, as expressly provided for in the indenture) as to all outstanding notes when:

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(1) either:

(a) all the notes theretofore authenticated and delivered (except lost, stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by us and thereafter repaid to us or discharged from such trust) have been delivered to the trustee for cancellation; or

(b) all notes not theretofore delivered to the trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their stated maturity within one year or (iii) are to be called for redemption within one year under arrangement satisfactory to the trustee, and we have irrevocably deposited or caused to be deposited with the trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the notes not theretofore delivered to the trustee for cancellation, for principal of, premium, if any, and interest on the notes to the date of deposit together with irrevocable instructions from us directing the trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) we or any Guarantor have paid all other sums payable under the indenture by us; and

102

(3) we have delivered to the trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the indenture relating to the satisfaction and discharge of the indenture have been complied with.

MODIFICATION OF THE INDENTURE

From time to time, we, the Guarantors and the trustee, without the consent of the holders, may amend the indenture for certain specified purposes, including curing ambiguities, defects or inconsistencies, so long as such change does not, in the opinion of the trustee, adversely affect the rights of any of the holders in any material respect. In formulating its opinion on such matters, the trustee will be entitled to rely on such evidence as it deems appropriate, including, without limitation, solely on an opinion of counsel. Other modifications and amendments of the indenture may be made with the consent of the holders of a majority in principal amount at maturity of the then outstanding notes issued under the indenture, except that, without the consent of each holder affected thereby, no amendment may:

(1) reduce the principal amount at maturity of notes whose holders must consent to an amendment, supplement or waiver of any provision of the indenture or the notes;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest, including defaulted interest, on any notes;

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any notes, or change the date on which any notes may be subject to redemption or reduce the redemption price therefor;

(4) make any notes payable in money other than that stated in the notes;

(5) make any change in provisions of the indenture protecting the right of each holder to receive payment of principal of and interest on such note on or after the due date thereof or to bring suit to enforce such

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payment, or permitting holders of a majority in principal amount at maturity of notes to waive Defaults or Events of Default;

(6) after our obligation to purchase notes arises thereunder, amend, change or modify in any material respect our obligation to make and consummate a Change of Control offer in the event of a Change of Control or make and consummate an offer with respect to any Asset Sale that has been consummated or, after such Change of Control has occurred or such Asset Sale has been consummated, modify any of the provisions or definitions with respect thereto;

(7) modify or change any provision of the indenture or the related definitions affecting the ranking of the notes or any Guarantee in a manner which adversely affects the holders;

(8) release any Guarantor that is a Significant Subsidiary from any of its obligations under its Guarantee or the indenture otherwise than in accordance with the terms of the indenture;

(9) release all or substantially all of the Collateral; or

(10) make any change in the preceding amendment and waiver provisions.

GOVERNING LAW

The indenture provides that it, the notes and the Guarantees will be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the law, of another jurisdiction would be required thereby.

THE TRUSTEE

The indenture provides that, except during the continuance of an Event of Default, the trustee will perform only such duties as are specifically set forth in the indenture. During the existence of an Event of Default, the trustee will exercise such rights and powers vested in it by the indenture, and use the same degree

103

of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

The indenture and the provisions of the Trust Indenture Act contain certain limitations on the rights of the trustee, should it become a creditor of ours, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the Trust Indenture Act, the trustee will be permitted to engage in other transactions; provided that if the trustee acquires any conflicting interest as described in the Trust Indenture Act, it must eliminate such conflict or resign.

CERTAIN DEFINITIONS

Set forth below is a summary of certain of the defined terms used in the indenture. Reference is made to the indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Accreted Value" means, as of any date (the "Specified Date"), with

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respect to each \$1,000 principal amount at maturity of notes:

(1) if the Specified Date is one of the following dates (each, a "Semi-Annual Accrual Date"), the amount set forth opposite such date below:

SEMI-ANNUAL ACCRUAL DATE	ACCRETED VALUE
Issue Date.....	\$ 800.00
March 1, 2003.....	\$ 809.64
September 1, 2003.....	\$ 822.64
March 1, 2004.....	\$ 835.86
September 1, 2004.....	\$ 849.28
March 1, 2005.....	\$ 862.93
September 1, 2005.....	\$ 876.79
March 1, 2006.....	\$ 890.87
September 1, 2006.....	\$ 905.18
March 1, 2007.....	\$ 919.72
September 1, 2007.....	\$ 934.49
March 1, 2008.....	\$ 949.51
September 1, 2008.....	\$ 964.76
March 1, 2009.....	\$ 980.25
September 1, 2009.....	\$ 996.00
October 15, 2009.....	\$1,000.00

(2) if the Specified Date occurs between two Semi-Annual Accrual Dates, the sum of (A) the Accreted Value for the Semi-Annual Accrual Date immediately preceding the Specified Date and (B) an amount equal to the product of (a) the difference of (x) the Accreted Value for the immediately following Semi-Annual Accrual Date and (y) the Accreted Value for the immediately preceding Semi-Annual Accrual Date and (b) a fraction, the numerator of which is the number of days actually elapsed from the immediately preceding Semi-Annual Accrual Date to the Specified Date and the denominator of which is the number of days between the two Semi-Annual Accrual Dates.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or at the time it merges or consolidates with or into us or any of our Subsidiaries or assumed in connection with the acquisition of assets from such Person and in each case not incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary or such acquisition, and which Indebtedness is without recourse to us or any of our Restricted Subsidiaries or to any of their respective properties or assets other than the Person or the assets to

104

which such Indebtedness related prior to the time such Person becomes a Restricted Subsidiary or the time of such acquisition, merger or consolidation. Acquired Indebtedness shall be deemed to be incurred on the date of the related acquisition of assets from any Person or the date the acquired Person becomes a Restricted Subsidiary.

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct

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or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Asset Acquisition" means (1) an Investment by us or any Restricted Subsidiary in any other Person pursuant to which such Person will become a Restricted Subsidiary, or will be merged with or into us or any Restricted Subsidiary, or (2) the acquisition by us or any Restricted Subsidiary of the assets of any Person (other than a Restricted Subsidiary) which constitute all or substantially all of the assets of such Person or comprise any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business.

"Asset Sale" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer for value by us or any of our Restricted Subsidiaries (including any Sale/Leaseback Transaction) to any Person other than our company or a Subsidiary Guarantor of: (1) any Capital Stock of any Restricted Subsidiary; or (2) any other property or assets of our company or any Restricted Subsidiary other than in the ordinary course of business; provided, however, that the term "Asset Sale" will not include: (a) a transaction or series of related transactions for which we or our Restricted Subsidiaries receive aggregate consideration of less than \$2,500,000; (b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of our company as permitted under "-- Merger, Consolidation and Sale of Assets"; (c) any Restricted Payment permitted by the "-- Limitation on Restricted Payments" covenant or that constitutes a Permitted Investment; (d) the sale of cash or Cash Equivalents, (e) the sale of used, worn out, damaged, obsolete or surplus assets; (f) the lease, assignment or sublease of any real or personal property in the ordinary course of business; and (g) any sale or disposition deemed to occur in connection with creating, granting or exercising remedies in respect of any Liens permitted pursuant to the indenture.

"board of directors" means, as to any Person, the board of directors of such Person or any duly authorized committee thereof.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the secretary or an assistant secretary of such Person to have been duly adopted by the board of directors of such Person and to be in full force and effect on the date of such certification, and delivered to the trustee.

"Capital Expenditure Basket" means, in any four fiscal quarter period, (x) \$7.0 million plus (y) the amount, if any, of the Excess Cash Flow offer made and not accepted by the holders during the previous four fiscal quarter period ending immediately prior to such four fiscal quarter period plus (z) any Capital Expenditure Basket amounts (not to exceed \$1.0 million) not previously applied by us as Capital Expenditures.

"Capital Expenditures" means for any period all direct or indirect (by way of acquisition of securities of a Person or the expenditure of cash or the transfer of Property or the incurrence of Indebtedness) expenditures in respect of the purchase or other acquisition of fixed or capital assets determined in conformity with GAAP, excluding (i) normal replacement and maintenance programs properly charged to current operations, and (ii) the purchase price of equipment to the extent that the consideration therefor consists of used, worn out, damaged, obsolete or surplus equipment being traded in at such time or the proceeds of a concurrent sale of such used, worn out, damaged, obsolete or surplus equipment.

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"Capital Stock" means, with respect to any Person:

(1) any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests, whether now outstanding or issued after the date of the indenture, partnership interests (whether general or limited), any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person; and

(2) any warrants, options or other rights (other than debt securities exchangeable for or convertible into any such Capital Stock referred to in the previous bullet point) exchangeable for or convertible into such Capital Stock.

"Capitalized Lease Obligation" means, as to any Person, the obligations of such Person under a lease that are required to be classified and accounted for as capital lease obligations under GAAP and, for purposes of this definition, the amount of such obligations at any date will be the capitalized amount of such obligations at such date, determined in accordance with GAAP.

"Cash Equivalents" means:

(1) securities issued or directly and fully guaranteed by the United States government or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having a maturity of not more than one year from the date of acquisition thereof;

(2) securities issued or directly and fully guaranteed by any state of the United States of America or the District of Columbia, or any political subdivision of any such state or the District of Columbia or any public instrumentality thereof, having a maturity of not more than one year 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 Ratings Group ("S&P") or Moody's Investors Service, Inc. ("Moody's");

(3) commercial paper maturing no more than one year after the date of acquisition 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;

(4) certificates of deposit or bankers' acceptances having a maturity of not more than one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S. branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$250.0 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (1), (2) and (4) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(6) investments in money market funds which invest substantially all their assets in securities of the types described in clauses (1) through (5) above.

"Change of Control" means the occurrence of one or more of the following events:

(1) prior to the earlier to occur of the first public offering of common stock (an "IPO") of our company or Holdings, the Permitted Holders cease to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of a majority in the aggregate of the total voting power of the Voting Stock of our company, whether as a result of issuance of

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securities of the Parent or our company, any merger, consolidation, liquidation or dissolution of Holdings or our company, or any direct or indirect transfer of securities by Holdings or otherwise (for purposes of this clause (1) and clause (2) below, the Permitted Holders will be deemed to beneficially own any Voting Stock of a Person (the "specified person") held by any other Person (the "parent entity") so long as the Permitted Holders beneficially own (as so defined), directly or indirectly, in the aggregate a majority of the voting power of the Voting Stock of the parent entity);

(2) following an IPO of our company or Holdings, any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in clause (1) above, except that for purposes of this clause (2) such person will be deemed

106

to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 45% of the total voting power of the Voting Stock of our company; provided, however, that the Permitted Holders beneficially own (as defined in clause (1) above), directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of our company than such other person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of our board of directors (for the purposes of this clause (2), such other person will be deemed to beneficially own any Voting Stock of a specified person held by a parent entity, if such other person is the beneficial owner (as defined in this clause (2)), directly or indirectly, of more than 35% of the voting power of the Voting Stock of such parent entity and the Permitted Holders beneficially own (as defined in clause (1) above), directly or indirectly, in the aggregate a lesser percentage of the voting power of the Voting Stock of such parent entity and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of such parent entity);

(3) during any consecutive two-year period, individuals who at the beginning of the period constituted our board of directors or the board of directors of Holdings (together with any new directors whose election by our board of directors or the board of directors of Holdings, as the case may be, or whose nomination for election by the stockholders of such Person was approved by a vote of a majority of the directors then in office who were either directors at the beginning of the period or whose election or nomination for election was previously so approved or approved by the Permitted Holders) cease for any reason to constitute a majority of our board of directors or the board of directors of Holdings then in office;

(4) the adoption of a plan relating to the liquidation or dissolution of our company; or

(5) the merger or consolidation of Holdings or our company with or into another Person or the merger of another Person with or into Holdings or our company, or the sale of all or substantially all the assets of Holdings or our company (determined on a consolidated basis) to another Person (other than, in all such cases, a Person that is controlled by the Permitted Holders), other than a transaction following which (A) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of Holdings or our company, as applicable, immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or

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consolidation transaction immediately after such transaction and in substantially the same proportion as before the transaction and (B) in the case of a sale of assets transaction, each transferee becomes an obligor in respect of the notes and a Subsidiary of the transferor of such assets.

"Collateral" means collateral as such term is defined in the Security Agreement, all property mortgaged under the Mortgages and any other property, whether now owned or hereafter acquired, upon which a Lien securing the Obligations is granted or purported to be granted under any Collateral Agreement.

"Collateral Agent" means the collateral agent appointed pursuant to the Indenture. The trustee will be the initial Collateral Agent.

"Collateral Agreements" means, collectively, the Security Agreement and each Mortgage and each other contract, agreement or instrument creating or purporting to create a lien, security interest, charge or similar encumbrance on Collateral in favor of the Collateral Agent for the benefit of the holders of the notes, in each case, as the same may be in force from time to time.

"Common Stock" means, with respect to any Person, any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common stock.

107

"Consolidated EBITDA" means, with respect to any Person, for any period, the sum (without duplication) of:

- (1) Consolidated Net Income; and
- (2) to the extent Consolidated Net Income has been reduced thereby:
 - (a) all income taxes of such Person and our Restricted Subsidiaries paid or accrued in accordance with GAAP for such period;
 - (b) Consolidated Interest Expense, amortization expense and depreciation expense; and
 - (c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period,

all as determined on a consolidated basis for such Person and our Restricted Subsidiaries in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four full fiscal quarters (the "Four Quarter Period") ending on or prior to the date of the transaction or event giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio for which financial statements are available (the "Transaction Date") to Consolidated Fixed Charges of such Person for the Four Quarter Period. In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" will be calculated after giving effect on a pro forma basis for the period of such calculation to:

- (1) the incurrence or repayment of any Indebtedness of such Person or any of our Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any

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incurrence or repayment of other Indebtedness (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period; and

(2) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of our Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; provided that the Consolidated EBITDA of any Person acquired will be included only to the extent that it would be includible pursuant to the definition of "Consolidated Net Income." If such Person or any of our Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence will give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date (including Indebtedness actually incurred on the Transaction Date) and which will continue to be so determined thereafter will be deemed to have accrued at a fixed rate per annum equal to the average rate of interest on such Indebtedness during the Four Quarter Period ending on or prior to the Transaction Date; and

108

(2) notwithstanding clause (1) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations, will be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs and debt issuance costs of such Person and its consolidated Restricted Subsidiaries during such period and any premium or penalty paid in connection with redeeming or retiring Indebtedness of such Person and its consolidated Restricted Subsidiaries prior to the stated maturity thereof pursuant to the agreements governing such Indebtedness); plus

(2) the product of (x) the amount of all dividend payments on any

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series of Preferred Stock of such Person (other than dividends paid in Qualified Capital Stock) paid, accrued or scheduled to be paid or accrued during such period times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local tax rate of such Person, expressed as a decimal.

"Consolidated Interest Expense" means, with respect to any Person for any period, the aggregate of the interest expense of such Person and our Restricted Subsidiaries for such period, on a consolidated basis, as determined in accordance with GAAP, and including, without duplication, (a) all amortization of original issue discount; (b) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and our Restricted Subsidiaries during such period; and (c) net cash costs under all Interest Swap Obligations (including amortization of fees), other than any cash costs paid to unwind Interest Rate Obligations existing on and prior to the Issue Date.

"Consolidated Net Income" means, with respect to any Person, for any period, the aggregate net income (or loss) of such Person and our Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP; provided that there will be excluded therefrom:

- (1) after-tax gains and losses from Asset Sales or abandonments or reserves relating thereto;
- (2) after-tax items classified as extraordinary or nonrecurring gains or losses;
- (3) the net income (but not loss) of any Restricted Subsidiary of the referent Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is restricted by a contract, operation of law or otherwise;
- (4) the net income of any Person, other than a Restricted Subsidiary of the referent Person, except to the extent of cash dividends or distributions paid to the referent Person or to a Wholly-Owned Subsidiary of the referent Person by such Person;
- (5) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);
- (6) all gains and losses realized on or because of the purchase or other acquisition by such Person or any of our Restricted Subsidiaries of any securities of such Person or any of our Restricted Subsidiaries; and
- (7) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets.

"Consolidated Non-cash Charges" means, with respect to any Person, for any period, the aggregate depreciation, amortization and other non-cash expenses of such Person and our Restricted Subsidiaries reducing Consolidated Net Income of such Person and our Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges which requires an accrual of or a reserve for cash charges for any future period).

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"Credit Agreement" means the Credit Agreement dated as of the Issue Date, among Holdings, us, the borrowers, the Lenders and the Lender Agent, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended, supplemented or otherwise modified from time to time, including any agreement (and related documents) adding Restricted Subsidiaries as additional borrowers or guarantors thereunder, or extending the maturity of, refinancing, replacing or otherwise restructuring or adding Restricted Subsidiaries as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders, in each case as certified by us to the Collateral Agent.

"Currency Agreement" means any spot or forward foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect us or any Restricted Subsidiary against or manage fluctuations in currency values.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event (other than an event which would constitute a Change of Control), matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof (except in each case, upon the occurrence of a Change of Control) on or prior to the first final maturity date of the notes for cash or is convertible into or exchangeable for debt securities of our company or our Subsidiaries at any time prior to such anniversary.

"Domestic Restricted Subsidiary" means any Restricted Subsidiary of our company other than a Foreign Restricted Subsidiary.

"Excess Cash Flow" means, for any fiscal year, our Consolidated EBITDA for such year, adjusted as follows: (i) minus the cash portion of our Consolidated Interest Expense (net of interest income) for such year, (ii) minus all federal, state and foreign income taxes accrued or paid (without duplication) by us and our Subsidiaries during such year, (iii) minus all Capital Expenditures made during such year by us and our Subsidiaries and (iv) minus any net increase in the difference between (x) current assets, other than cash and Cash Equivalents, and (y) current liabilities of our company and our Subsidiaries for such year.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Exchange Offer" means the offer that may be made by us, pursuant to the Registration Rights Agreement, to exchange for any and all the notes a like aggregate principal amount at maturity of notes registered under the Securities Act ("Exchange Act") having substantially identical terms to the notes (except that the exchange notes will not contain terms with respect to transfer restrictions or interest rate increases as described herein).

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value will be determined by our board of directors acting reasonably and in good faith and will be evidenced by a Board Resolution of our board of directors delivered to the trustee.

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"Foreign Restricted Subsidiary" means any Restricted Subsidiary of our company which is organized under the laws of a jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"GAAP" means accounting principles generally accepted in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such

110

other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect from time to time.

"Indebtedness" means, with respect to any Person, without duplication:

- (1) all Obligations of such Person for borrowed money;
- (2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (3) all Capitalized Lease Obligations of such Person;
- (4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and any deferred purchase price represented by earn outs consistent with our past practice);
- (5) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction;
- (6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (8) below;
- (7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any lien on any property or asset of such Person, the amount of such Obligation being deemed to be the lesser of the Fair Market Value of such property or asset or the amount of the Obligation so secured;
- (8) all Interest Swap Obligations and all Obligations under Currency Agreements of such Person; and
- (9) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any.

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price will be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness will be required to be determined pursuant to the indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified

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Capital Stock, such Fair Market Value will be determined reasonably and in good faith by the board of directors of the issuer of such Disqualified Capital Stock.

"Independent Financial Advisor" means an accounting, appraisal or investment banking firm of national standing: (1) which does not, and whose directors, officers and employees or Affiliates do not, have a direct or indirect financial interest in our company; and (2) which, in the judgment of our board of directors, is otherwise independent and qualified to perform the task for which it is to be engaged.

"Intercreditor Agreement" means the Intercreditor Agreement among the Lender Agent, as agent for the Lenders, the trustee, the Collateral Agent, our company and the Guarantors, dated as of the Issue Date, as the same may be amended, supplemented or modified from time to time.

"Interest Swap Obligations" means the obligations of any Person pursuant to any arrangement with any other Person, whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and will include, without limitation, interest rate swaps, caps, floors, collars and similar agreements.

111

"Investment" means, with respect to any Person, any direct or indirect loan or other extension of credit (including, without limitation, a guarantee) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition for value by such Person of any Capital Stock, bonds, notes, debentures or other securities or evidences of Indebtedness issued by, any other Person. "Investment" will exclude direct or indirect advances to customers or suppliers in the ordinary course of business that are, in conformity with GAAP, recorded as accounts receivable, prepaid expenses or deposits on our or any Restricted Subsidiary's balance sheet, endorsements for collection or deposit arising in the ordinary course of business and extensions of trade credit by our company and our Restricted Subsidiaries on commercially reasonable terms in accordance with normal trade practices of our company or such Restricted Subsidiary, as the case may be. For the purposes of the "-- Limitation on Restricted Payments" covenant, the amount of any Investment will be the original cost of such Investment plus the cost of all additional Investments by our company or any of our Restricted Subsidiaries, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, reduced by the payment of dividends or distributions in connection with such Investment or any other amounts received in respect of such Investment; provided that no such payment of dividends or distributions or receipt of any such other amounts will reduce the amount of any Investment if such payment of dividends or distributions or receipt of any such amounts would be included in Consolidated Net Income. If we or any Restricted Subsidiary sell or otherwise dispose of any Common Stock of any direct or indirect Restricted Subsidiary such that, after giving effect to any such sale or disposition, we no longer own, directly or indirectly, 100% of the outstanding Common Stock of such Restricted Subsidiary, we will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Common Stock of such Restricted Subsidiary not sold or disposed of.

"Issue Date" means the date of original issuance of the old notes.

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"Lender Agent" means General Electric Capital Corporation, as agent for the Lenders, or any successor in that capacity.

"Lenders" means the lenders party from time to time to the Credit Agreement.

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Mortgages" means the mortgages, deeds of trust, deeds to secure debt or other similar documents creating liens in favor of the Collateral Agent upon the owned or leased real property constituting Collateral of our company or any of our Domestic Restricted Subsidiaries from time to time.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by our company or any of our Restricted Subsidiaries from such Asset Sale net of:

- (1) reasonable out-of-pocket expenses and fees relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);
- (2) all taxes and other costs and expenses actually paid or estimated by us (in good faith) to be payable in cash in connection with such Asset Sale;
- (3) repayment of Indebtedness that is secured by the property or assets that are the subject of such Asset Sale and is required to be repaid in connection with such Asset Sale;
- (4) amounts required to be paid to any Person (other than us or any Restricted Subsidiary) owning a beneficial interest in or having a Lien on the assets subject to the Asset Sale;
- (5) all distributions and other payments required to be made to non-majority interest holders in Subsidiaries as a result of such Asset Sale; and

112

(6) appropriate amounts to be provided by our company or any Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by our company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale.

provided, however, that if, after the payment of all taxes with respect to such Asset Sale, the amount of estimated taxes, if any, pursuant to clause (2) above exceeded the tax amount actually paid in cash in respect of such Asset Sale, the aggregate amount of such excess will, at such time, constitute Net Cash Proceeds.

"Obligations" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities

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payable under the documentation governing any Indebtedness.

"Permitted Holders" means (i) Atlantic Equity Partners III, L.P., a fund sponsored by First Atlantic Capital, Ltd., (ii) First Atlantic Capital, Ltd., or (iii) any Affiliate thereof.

"Permitted Indebtedness" means, without duplication, each of the following:

(1) Indebtedness under the notes issued on the Issue Date (and exchange notes issued in exchange therefor) in an aggregate outstanding principal amount at maturity not to exceed \$93.75 million or of any Guarantor pursuant to a Guarantee thereof;

(2) Indebtedness incurred pursuant to the Credit Agreement in an aggregate principal amount at any one time outstanding not to exceed \$10.0 million;

(3) other Indebtedness of us and our Restricted Subsidiaries outstanding on the Issue Date;

(4) Interest Swap Obligations of our company or any Restricted Subsidiary covering Indebtedness of us or of any of our Restricted Subsidiaries; provided, however, that such Interest Swap Obligations are entered into for the purpose of fixing or hedging interest rates with respect to any fixed or variable rate Indebtedness that is permitted by the indenture to be outstanding to the extent that the notional amount of any such Interest Swap Obligation does not exceed the principal amount of Indebtedness to which such Interest Swap Obligation relates;

(5) Indebtedness under Currency Agreements; provided that in the case of Currency Agreements which relate to Indebtedness, such Currency Agreements do not increase the Indebtedness of us and our Restricted Subsidiaries outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) Indebtedness of a Restricted Subsidiary to us or to another Restricted Subsidiary for so long as such Indebtedness is held by us or a Restricted Subsidiary, in each case subject to no Lien held by a Person other than us or a Restricted Subsidiary; provided that (a) any such Indebtedness is unsecured and subordinated, pursuant to a written agreement, to such Restricted Subsidiary's obligations under the indenture and its Guarantee, if applicable, (b) if as of any date any Person other than us or a Restricted Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness, such date will be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness by the issuer of such Indebtedness and (c) the aggregate amount of Indebtedness of Restricted Subsidiary that is not a Guarantor incurred pursuant to this clause (6) may not exceed \$3.0 million at any one time outstanding;

(7) our Indebtedness to a Restricted Subsidiary for so long as such Indebtedness is held by a Restricted Subsidiary, in each case subject to no Lien; provided that (a) any such Indebtedness is unsecured and subordinated, pursuant to a written agreement, to our obligations under the indenture and the notes and (b) if as of any date any Person other than a Restricted Subsidiary owns or holds any such Indebtedness or any Person holds a Lien in respect of such Indebtedness, such date will be deemed the incurrence of Indebtedness not constituting Permitted Indebtedness;

(8) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient

funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five business days of incurrence;

(9) Indebtedness of us or any of our Restricted Subsidiaries represented by letters of credit for the account of us or such Restricted Subsidiary, as the case may be, in order to provide security for workers' compensation claims, payment obligations in connection with self-insurance or similar requirements in the ordinary course of business;

(10) Indebtedness represented by Capitalized Lease Obligations and Purchase Money Indebtedness of us and our Restricted Subsidiaries incurred in the ordinary course of business (including Refinancings thereof that do not result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (plus the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and plus the amount of reasonable expenses incurred by us in connection with such Refinancing)) not to exceed \$3.0 million at any one time outstanding;

(11) Refinancing Indebtedness;

(12) Guarantees by our company or a Restricted Subsidiary of Indebtedness incurred by our company or a Restricted Subsidiary so long as the incurrence of such Indebtedness by our company or any such Restricted Subsidiary is otherwise permitted by the terms of the indenture;

(13) Indebtedness arising from agreements of our company or a Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than guarantees of Indebtedness incurred by any person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; provided that the maximum aggregate liability in respect of all such Indebtedness will at no time exceed the gross proceeds actually received by our company and the Subsidiary in connection with such disposition;

(14) Indebtedness of our company or any Restricted Subsidiary to the extent the net proceeds thereof are promptly deposited to defease all outstanding notes as described below under "-- Legal Defeasance and Covenant Defeasance"; and

(15) additional Indebtedness of our company and our Restricted Subsidiaries in an aggregate principal amount not to exceed \$2.5 million at any one time outstanding.

For purposes of determining compliance with the "-- Limitation on Incurrence of Additional Indebtedness" covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (15) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, we will, in our sole discretion, classify (or later reclassify) such item of Indebtedness in any manner that complies with this covenant. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of the "-- Limitations on Incurrence of

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Additional Indebtedness" covenant.

"Permitted Investments" means:

(1) Investments by our company or any Restricted Subsidiary in any Person that is or will become immediately after such Investment a Subsidiary Guarantor or that will merge or consolidate into our company or a Subsidiary Guarantor;

(2) Investments in our company by any Restricted Subsidiary; provided that any Indebtedness evidencing such Investment is unsecured (except to the extent permitted by clause (14) of the definition of Permitted Liens), and subordinated pursuant to a written agreement, to our obligations under the notes and the indenture;

114

(3) Investments in cash and Cash Equivalents;

(4) loans and advances to employees, officers and directors of our company and our Restricted Subsidiaries in the ordinary course of business for bona fide business purposes not in excess of \$1.0 million at any one time outstanding;

(5) Currency Agreements and Interest Swap Obligations entered into in the ordinary course of our or our Restricted Subsidiaries' businesses and otherwise in compliance with the indenture;

(6) Investments in the notes;

(7) Investments in trade creditors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(8) Investments made by our company or our Restricted Subsidiaries as a result of consideration received in connection with any Asset Sale made in compliance with the "-- Limitation on Asset Sales" covenant;

(9) any Investment existing on the Issue Date;

(10) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business;

(11) any Investment to the extent that the consideration therefor is our Qualified Capital Stock;

(12) Investments in Foreign Restricted Subsidiaries in an amount not to exceed \$3.0 million at any one time outstanding; and

(13) additional Investments not to exceed \$2.5 million at any one time outstanding.

"Permitted Liens" means the following types of Liens:

(1) Liens for taxes, assessments or governmental charges or claims either (a) not delinquent or (b) contested in good faith by appropriate proceedings and as to which our company or our Restricted Subsidiaries will have set aside on its books such reserves as may be required pursuant to GAAP;

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(2) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law or pursuant to customary reservations or retentions of title incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as will be required by GAAP will have been made in respect thereof;

(3) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(4) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment will not have been finally terminated or the period within which such proceedings may be initiated will not have expired;

(5) easements, rights-of-way, zoning restrictions and other similar charges or encumbrances in respect of real property not interfering in any material respect with the ordinary conduct of the business of our company or any of our Restricted Subsidiaries;

115

(6) any interest or title of a lessor under any Capitalized Lease Obligation permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" provided that such Liens do not extend to any property or assets which is not leased property subject to such Capitalized Lease Obligation;

(7) Liens securing Capitalized Lease Obligations and Purchase Money Indebtedness permitted pursuant to clause (10) or clause (15) of the definition of "Permitted Indebtedness"; provided, however, that in the case of Purchase Money Indebtedness (a) the Indebtedness will not exceed the cost of such property or assets and will not be secured by any property or assets of our company or any Restricted Subsidiary other than the property and assets so acquired or constructed and (b) the Lien securing such Indebtedness will be created within 180 days of such acquisition or construction or, in the case of a refinancing of any Purchase Money Indebtedness, within 180 days of such refinancing;

(8) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(9) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(10) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of our company or any of our Restricted Subsidiaries, including rights of offset and set-off;

(11) Liens securing Interest Swap Obligations, which Interest Swap

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Obligations relate to Indebtedness that is otherwise permitted under the indenture;

(12) Liens securing Indebtedness under Currency Agreements that are permitted under the indenture;

(13) Liens securing Acquired Indebtedness incurred in accordance with the "-- Limitation on Incurrence of Additional Indebtedness" covenant; provided that:

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by our company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Indebtedness by our company or a Restricted Subsidiary; and

(b) such Liens do not extend to or cover any property or assets of our company or of any of our Restricted Subsidiaries other than the property or assets that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of our company or a Restricted Subsidiary and are no more favorable to the lienholders than those securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by our company or a Restricted Subsidiary;

(14) Liens existing as of the Issue Date and securing Indebtedness permitted to be outstanding under clause (3) of the definition of "Permitted Indebtedness" to the extent and in the manner such Liens are in effect on the Issue Date;

(15) Liens securing the notes and the Guarantees;

(16) Liens securing Indebtedness under the Credit Agreement to the extent such Indebtedness is permitted under clause (2) or clause (15) of the definition of "Permitted Indebtedness";

(17) any interest of third parties in any escrow account established pursuant to the Merger Agreement;

(18) Liens for the benefit of our company or a Subsidiary Guarantor on assets of any Restricted Subsidiary;

116

(19) Liens securing Refinancing Indebtedness which is incurred to Refinance any Indebtedness which has been secured by a Lien permitted under this paragraph and which has been incurred in accordance with the "-- Limitation on Incurrence of Additional Indebtedness" provisions of the indenture; provided, however, that such Liens: (i) are no less favorable to the holders and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and (ii) do not extend to or cover any property or assets of our company or any of our Restricted Subsidiaries not securing the Indebtedness so Refinanced; and

(20) Liens incurred in the ordinary course of business securing assets of our company in addition to that described in clauses (1) through (19) above, so long as the obligations secured by such Liens do not exceed \$1.0 million at any one time outstanding and such obligations are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business).

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"Person" means an individual, partnership, corporation, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"Purchase Money Indebtedness" means Indebtedness of our company and our Restricted Subsidiaries incurred for the purpose of financing all or any part of the purchase price, or the cost of installation, construction or improvement, of property or equipment (including Indebtedness incurred within 180 days following such purchase, construction or improvement), including Indebtedness of a Person existing at the time such Person becomes a Subsidiary or assumed by us or a Subsidiary in connection with the acquisition of assets from such Person; provided, however, that any Lien on such Indebtedness shall not extend to any property other than the property so acquired or constructed.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock.

"Refinance" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" will have correlative meanings.

"Refinancing Indebtedness" means any Refinancing by our company or any Restricted Subsidiary of Indebtedness incurred in accordance with the "-- Limitation on Incurrence of Additional Indebtedness" covenant (other than pursuant to clauses (1), (2), and (11) of the definition of Permitted Indebtedness), in each case that does not:

(1) result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (plus the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and plus the amount of reasonable expenses incurred by our company in connection with such Refinancing); or

(2) create Indebtedness with: (a) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced; or (b) a final maturity earlier than the final maturity of the Indebtedness being Refinanced; provided that (x) if such Indebtedness being Refinanced is Indebtedness of our company, then such Refinancing Indebtedness will be Indebtedness solely of our company or a Guarantor and (y) if such Indebtedness being Refinanced is subordinate or junior to the notes, then such Refinancing Indebtedness will be subordinate to the notes at least to the same extent and in the same manner as the Indebtedness being Refinanced;

(3) change any of the respective obligors on such Refinancing Indebtedness;

(4) affect the security, if any, for such Refinancing Indebtedness (except to the extent that less security is granted to holders of such Refinancing Indebtedness); or

(5) afford the holders of such Refinancing Indebtedness covenants, defaults, rights or remedies more burdensome to the obligors than those contained in the Indebtedness being refinanced.

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"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the Issue Date, between our company, the Guarantors and the Initial Purchaser, as the same may be amended or modified from time to time in accordance with the terms thereof.

"Replacement Assets" means, with respect to any Asset Sale, properties and assets (including Capital Stock of a Person) that replace the properties and assets that were the subject of such Asset Sale or properties and assets (including Capital Stock of a Person) that will be used in the business of our company and the Restricted Subsidiaries or in businesses reasonably related or ancillary thereto.

"Restricted Subsidiary" means, with respect to any Person, any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

"Sale/Leaseback Transaction" means any direct or indirect arrangement with any Person or to which any such Person is a party, providing for the leasing to our company or a Restricted Subsidiary of any property, whether owned by our company or any Restricted Subsidiary at the Issue Date or later acquired, which has been or is to be sold or transferred by our company or such Restricted Subsidiary to such Person or to any other Person from whom funds have been or are to be advanced by such Person on the security of such Property.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Security Agreement, dated as of the Issue Date, made by us and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Significant Subsidiary" with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a "significant subsidiary" set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"Subsidiary" means, with respect to any Person:

(1) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances will at the time be owned, directly or indirectly, by such Person; or

(2) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"Subsidiary Guarantor" means (1) all existing Domestic Restricted Subsidiaries and (2) each of our Restricted Subsidiaries that in the future executes a supplemental indenture in which such Restricted Subsidiary agrees to be bound by the terms of the indenture as a Subsidiary Guarantor; provided that any Person constituting a Subsidiary Guarantor as described above will cease to constitute a Subsidiary Guarantor when its respective Guarantee is released in accordance with the terms of the indenture.

"Unrestricted Subsidiary" of any Person means:

(1) any Subsidiary of such Person that at the time of determination will be or continue to be designated an Unrestricted Subsidiary by our board of directors of such Person in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

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Our board of directors may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, our company or any other Subsidiary that is not a Subsidiary of the Subsidiary to be so designated, provided that:

(1) we certify to the trustee that such designation complies with the "-- Limitation on Restricted Payments" covenant; and

118

(2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of our company or any of our Restricted Subsidiaries.

Our board of directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if:

(1) all Liens and Indebtedness of such Unrestricted Subsidiary outstanding immediately following such designation would, after giving effect to the designation of the Subsidiary as an Unrestricted Subsidiary, have been permitted to be incurred for all purposes of the indenture; and

(2) immediately before and immediately after giving effect to such designation, no Default or Event of Default will have occurred and be continuing.

Any such designation by the board of directors will be evidenced to the trustee by promptly filing with the trustee a copy of the Board Resolution giving effect to such designation and an officers' certificate certifying that such designation complied with the foregoing provisions.

"Voting Stock" means, with respect to any Person, securities of any class or classes of Capital Stock in such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the board of directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"Wholly-Owned Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person of which all the outstanding Capital Stock (other than in the case of a foreign Subsidiary, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly-Owned Subsidiary of such Person.

"Working Capital Collateral" means that portion of the Collateral consisting of cash, deposit accounts, receivables and inventory, together with all documents of title, letters of credit, books, records and files (whether in physical or electronic form) relating to the foregoing.

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EXCHANGE OFFER; REGISTRATION RIGHTS

As part of the sale of the old notes to the Initial Purchaser pursuant to the Purchase Agreement, we, the Guarantors and the Initial Purchaser entered into the Registration Rights Agreement dated October 15, 2002 pursuant to which each of us and the guarantors agreed that we will, at our expense, for the benefit of the holders:

- within 120 days after the Issue Date (the "Filing Date"), file a registration statement on an appropriate registration form (the "Exchange Offer Registration Statement") with respect to a registered offer (the "Exchange Offer") to exchange the notes for our notes (the "exchange notes"), guaranteed on a senior secured basis by the guarantors, which exchange notes will have terms substantially identical in all material respects to the notes (except that the exchange notes will not contain terms with respect to transfer restrictions or interest rate increases); and
- use our and the Guarantors' reasonable best efforts to cause the Exchange Offer Registration Statement to be declared effective under the Securities Act within 180 days after the Issue Date.

Upon the Exchange Offer Registration Statement being declared effective, we will offer the exchange notes (and the related guarantees) in exchange for surrender of the notes (and the related Guarantees). We will keep the Exchange Offer open for not less than 30 days (or longer if required by applicable law) after the

119

date notice of the Exchange Offer is mailed to the holders. For each of the notes surrendered to us pursuant to the Exchange Offer, the holder who surrendered such note will receive an Exchange Note having a principal amount equal to that of the surrendered note. Interest on each Exchange Note will accrue (A) from the later of:

- the last interest payment date on which interest was paid on the note surrendered in exchange therefor, or
- if the note is surrendered for exchange on a date in a period which includes the record date for an interest payment date to occur on or after the date of such exchange and as to which interest will be paid, such interest payment date;

or (B) if no interest has been paid on such note, from the Issue Date.

Under existing interpretations of the SEC contained in several no-action letters to third parties, the exchange notes (and the related guarantees) will be freely transferable by holders thereof (other than affiliates of ours) after the Exchange Offer without further registration under the Securities Act; provided, however, that each holder that wishes to exchange its notes for exchange notes will be required to represent:

- that any exchange notes to be received by it will be acquired in the ordinary course of its business;
- that at the time of the commencement of the Exchange Offer it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes in violation of the Securities Act;

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- that it is not an "affiliate" (as defined in Rule 405 promulgated under the Securities Act) of ours;
- if such holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of exchange notes; and
- if such holder is a broker-dealer (a "Participating Broker-Dealer") that will receive exchange notes for its own account in exchange for notes that were acquired as a result of market-making or other trading activities, that it will deliver a prospectus in connection with any resale of such exchange notes.

We have agreed to make available, for a period of up to 180 days after consummation of the Exchange Offer, a prospectus meeting the requirements of the Securities Act for use by Participating Broker-Dealers and other persons, if any, with similar prospectus delivery requirements for use in connection with any resale of exchange notes.

If:

- because of any change in law or in currently prevailing interpretations of the Staff of the SEC, we are not permitted to effect an Exchange Offer;
- the Exchange Offer is not consummated within 30 business days from the date the Exchange Offer Registration Statement was declared effective;
- in certain circumstances, certain holders of unregistered exchange notes so request; or
- in the case of any holder that participates in the Exchange Offer, such holder does not receive exchange notes on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such holder as an affiliate of ours or within the meaning of the Securities Act),

then in each case, we will (x) promptly deliver to the holders and the trustee written notice thereof and (y) at our sole expense, (a) as promptly as practicable, file a shelf registration statement covering resales of the notes (the "Shelf Registration Statement"), and (b) use our reasonable best efforts to keep effective the Shelf Registration Statement until the earlier of two years after the Issue Date or such time as all of the applicable notes have been sold thereunder.

120

We will, in the event that a Shelf Registration Statement is filed, provide to each holder copies of the prospectus that is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement for the notes has become effective and take certain other actions as are required to permit unrestricted resales of the notes. A holder that sells notes pursuant to the Shelf Registration Statement will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement that are applicable to such a holder (including certain indemnification rights and obligations).

If we fail to meet the targets listed above, then additional interest will become payable in respect of the notes if:

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(1) neither the Exchange Offer Registration Statement nor the Shelf Registration Statement is filed with the SEC on or prior to 90 days after the Issue Date;

(2) notwithstanding that we have consummated or will consummate an Exchange Offer, we are required to file a Shelf Registration Statement and such Shelf Registration Statement is not filed on or prior to the date required by the Registration Rights Agreement;

(3) neither the Exchange Offer Registration Statement nor a Shelf Registration Statement is declared effective by the SEC on or prior to 150 days after the Issue Date;

(4) notwithstanding that we have consummated or will consummate an Exchange Offer, we are required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective by the SEC on or prior to the 90th day following the date such Shelf Registration Statement was filed;

(5) we have not exchanged exchange notes for all notes validly tendered in accordance with the terms of the Exchange Offer on or prior to the date that is 30 business days from the date the Exchange Offer Registration Statement was required to be declared effective; or

(6) if applicable, the Shelf Registration Statement has been declared effective and such Shelf Registration Statement ceases to be effective at any time prior to the second anniversary of the Issue Date (other than after such time as all notes have been disposed of thereunder)

then, in each case, additional interest will accrue on the principal amount at maturity of the notes at a rate of 0.25% per annum for the first 90 days following such event and at a rate of 0.50% per annum thereafter, and shall accrue to and including the date on which such default is cured; provided, however, that (a) upon the filing of the Exchange Offer Registration Statement or a Shelf Registration Statement (in the case of clauses (1) or (2) above), (b) upon the effectiveness of the Exchange Offer Registration Statement or a Shelf Registration Statement (in the case of clauses (3) or (4) above), or (c) upon the exchange of exchange notes for all notes tendered (in the case of clause (5) above), or upon the effectiveness of the Shelf Registration Statement which had ceased to remain effective (in the case of clause (6) above), additional interest on the notes as a result of such clause will cease to accrue.

Any amounts of additional interest will be payable in cash on the same original interest payment dates as ordinary interest on the notes.

BOOK-ENTRY; DELIVERY AND FORM

THE GLOBAL NOTES

The new notes will be initially issued in the form of one or more global securities registered in the name of The Depository Trust Company, which we refer to as "DTC," or its nominee. We expect that pursuant to procedures established by DTC (i) upon the issuance of the Global Notes, DTC or its custodian will credit, on its internal system, the principal amount at maturity of the individual beneficial interests represented by such Global Notes to the respective accounts of persons who have accounts with such depository and (ii) ownership of beneficial interests in the Global Notes will be shown on, and the transfer of such ownership will be effected

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only through, records maintained by DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants). Such accounts initially will be designated by or on behalf of the initial purchasers and ownership of beneficial interests in the Global Notes will be limited to persons who have accounts with DTC ("participants") or persons who hold interests through participants. Holders may hold their interests in the Global Notes directly through DTC if they are participants in such system, or indirectly through organizations that are participants in such system.

So long as DTC, or its nominee, is the registered owner or holder of the notes, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such Global Notes for all purposes under the indenture. No beneficial owner of an interest in the Global Notes will be able to transfer that interest except in accordance with DTC's procedures, in addition to those provided for under the indenture with respect to the notes.

Payments of the principal of, premium (if any), interest (including additional interest) on, the Global Notes will be made to DTC or its nominee, as the case may be, as the registered owner thereof. None of us, the trustee or any paying agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interest.

We expect that DTC or its nominee, upon receipt of any payment of principal, premium, if any, interest (including additional interest) on the Global Notes, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount at maturity of the Global Notes as shown on the records of DTC or its nominee. We also expect that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practice, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such participants.

Transfers between participants in DTC will be effected in the ordinary way through DTC's same-day funds system in accordance with DTC rules and will be settled in same day funds. If a holder requires physical delivery of a Certificated Security for any reason, including to sell notes to persons in states which require physical delivery of the notes, or to pledge such securities, such holder must transfer its interest in a Global Note, in accordance with the normal procedures of DTC and with the procedures set forth in the indenture.

DTC has advised us that it will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount at maturity of notes as to which such participant or participants has or have given such direction. However, if there is an event of default under the indenture, DTC will exchange the Global Notes for Certificated Securities, which it will distribute to its participants and which will be legended as set forth under the heading "Notice to Investors."

DTC has advised us as follows: DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "Clearing Agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry

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changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organizations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

122

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the Global Note among participants of DTC, it is under no obligation to perform such procedures, and such procedures may be discontinued at any time. Neither the trustee nor we will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

CERTIFICATED SECURITIES

Certificated Securities will be issued in exchange for beneficial interests in the Global Notes (i) if requested by a holder of such interests or (ii) if DTC is at any time unwilling or unable to continue as a depository for the Global Notes and a successor depository is not appointed by us within 90 days.

123

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences of the exchange of old notes for new notes, as well as the ownership and disposition of notes by persons that acquired old notes pursuant to the initial offering. Unless otherwise stated under the heading "Non-U.S. holders," below, this summary deals only with notes held as capital assets by U.S. holders, as defined below. It does not deal with special classes of holders such as banks, thrifts, real estate investment trusts, regulated investment companies, insurance companies, dealers in securities or currency or tax-exempt investors. This summary also does not address the tax consequences to U.S. holders that have a functional currency other than the U.S. Dollar, partnerships or other entities treated as partnerships that hold notes, persons that hold notes as part of a straddle, hedging, constructive sale or conversion transaction, or shareholders, partners or beneficiaries of a holder of notes. It also does not include any description of any tax consequences under the tax laws of any state or local government or of any foreign government that may be applicable to the notes. This summary is based on the Internal Revenue Code of 1986, as amended, which we refer to in this prospectus as the Code, Treasury regulations under the Code, which we refer to in this prospectus as the Treasury Regulations, and administrative and judicial interpretations of the Code, as of the date of this prospectus, all of which are subject to change, possibly on a retroactive basis.

As used in this section, the term "U.S. holder" means any beneficial owner of notes that is, for United States federal income tax purposes,

- a citizen or resident of the United States,
- a corporation (or other entity taxable as a corporation) created or organized in or under the laws of the United States, any state thereof or the District of Columbia,

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- an estate the income of which is subject to United States federal income taxation regardless of its source, or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (2) the trust has in effect a valid election to be treated as a domestic trust for United States federal income tax purposes.

As used in this discussion, the term Non-U.S. holder means a beneficial owner of notes that is not a U.S. holder and is not an entity organized in or under the laws of the United States, any state thereof or the District of Columbia.

YOU SHOULD CONSULT YOUR OWN TAX ADVISOR TO DETERMINE THE EFFECT OF FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX LAWS WITH RESPECT TO THE EXCHANGE OF OLD NOTES FOR NEW NOTES AND THE CONTINUING INVESTMENT IN THE NOTES.

TAX CONSEQUENCES OF THE EXCHANGE OFFER

Under current law, the exchange of old notes for new notes pursuant to this exchange offer will not be treated as an "exchange" for federal income tax purposes. Accordingly,

- holders will not recognize taxable gain or loss upon the receipt of new notes in exchange for old notes in the exchange offer,
- the holding period for a new note received in the exchange offer will include the holding period of the old note surrendered in exchange therefor, and
- the adjusted tax basis of a new note immediately after the exchange will be the same as the adjusted tax basis of the old note surrendered in exchange therefor.

We are obligated to pay additional interest on the notes under certain circumstances described under "Description of the New Notes -- Exchange Offer; Registration Rights." Although the matter is not free from

124

doubt, such additional interest should be taxable as interest under the rules described below in the event that additional interest is paid. It is possible, however, that the Internal Revenue Service, or the IRS, may take a different position with respect to the treatment of such additional interest. Holders should consult their own tax advisors about payments of such additional interest.

U.S. HOLDERS

Interest Income. Stated interest on a new note will be includible in a U.S. holder's gross income as ordinary interest income at the time it is accrued or received in accordance with the U.S. holder's method of accounting for United States federal income tax purposes.

Original Issue Discount. The old notes were issued with original issued discount. Thus, the new notes will be treated as having been issued with original issue discount in an amount equal to the difference between the principal amount of the new notes and the original offering price of the old notes. A U.S. holder of a new note must include original issue discount in

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income as ordinary interest income for United States federal income tax purposes as it accrues under a constant yield method in advance of receipt of the cash payments attributable to such income, regardless of such U.S. holder's regular method of tax accounting. In general, the amount of original issue discount included in income by the holder of a new note will be the sum of the daily portions of original issue discount with respect to such new note for each day during the taxable year (or portion of the taxable year) on which such U.S. holder held such new note. The "daily portion" of original issue discount on a new note is determined by allocating to each day in any accrual period a ratable portion of the original issue discount allocable to that accrual period. An "accrual period" may be of any length and the accrual periods may vary in length over the term of the new note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of original issue discount allocable to each accrual period is generally equal to the difference between:

- the product of the new note's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period), and
- the amount of any qualified stated interest payments allocable to such accrual period.

The "adjusted issue price" of a new note at the beginning of any accrual period is the sum of the issue price of the new note plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the note that were not stated interest payments. Under these rules, U.S. holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

As described in more detail under "Description of the New Notes," we are obligated to redeem 20% of the principal amount at maturity of each new note, plus accrued and unpaid interest to the redemption date, on October 15, 2007 and an additional 10% of the original principal amount at maturity of each new note on October 15, 2008. This redemption of the principal amount at maturity would be treated for federal income tax purposes as a payment of original issue discount to the extent of any accrued but unpaid original issue discount and thereafter as a repayment of principal. While these payments do not affect the total amount of original issue discount on the new notes, they will be taken into account in the determination of the yield to maturity calculation used in determining the amount of original issue discount allocable to any accrual period. We intend to take the position that the yield to maturity on the notes will initially be determined assuming that these redemption payments will be made in the full amount of 20% and 10% of the original principal amount at maturity of the new notes, plus accrued and unpaid interest to the redemption date, on October 15, 2007 and October 15, 2008, respectively, subject to readjustment during the period that the new notes are outstanding to the extent that we may reduce our obligation to make these redemptions on account of redemptions of the new notes pursuant to an Excess Cash Flow offer, as described under "Description of the New Notes -- Excess Cash Flow Offer" and "Description of the New Notes -- Redemption -- Mandatory Redemption."

We also have various optional redemption rights, some of which are subject to contingencies and some of which are unrestricted. You also have the option to require us to purchase all or a portion of your new notes upon the occurrence of a Change of Control. We do not believe that these redemption options will affect

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the determination of the yield or deemed maturity date of the notes or otherwise affect the amount or timing or accrual of original issue discount on the new notes. If this belief or our belief regarding the effect of mandatory redemption payments described in the preceding paragraph is incorrect, the amount and timing of original issue discount required to be taken into account by you may be affected. You should consult your tax advisor regarding the possible effects, if any, of these redemption rights on the calculation of original issue discount on your new notes.

Sale, Exchange or Retirement of New Notes. Upon sale, exchange (other than an exchange of old notes for new notes pursuant to this exchange offer), or retirement of a new note, a U.S. holder generally will recognize gain or loss equal to the difference between the U.S. holder's adjusted tax basis in the new note and the amount realized on the sale, exchange, or retirement (less any accrued but previously unpaid interest, which would be treated as a payment of previously accrued interest on the new notes). A U.S. holder's adjusted tax basis in a new note will generally equal the issue price of such new note, increased by the amount of original issue discount previously included in income by such holder with respect to such new note and reduced by any principal payments received by the U.S. holder. Gain or loss so recognized will be capital gain or loss and will be long-term capital gain or loss if, at the time of the sale, exchange, or retirement, the new note was held for more than one year. Under current law, net capital gains of non-corporate taxpayers, under certain circumstances, are taxed at lower rates than items of ordinary income. The deduction of capital losses is subject to certain limitations.

NON-U.S. HOLDERS

Interest Income. Generally, interest income (including original issue discount) of a Non-U.S. holder that is not effectively connected with a United States trade or business will be subject to a withholding tax at a 30% rate or, if applicable, a lower tax rate specified by a treaty. However, interest income (including original issue discount) earned on the new notes by a Non-U.S. holder may qualify for the "portfolio interest" exemption and therefore not be subject to United States federal income tax or withholding tax, if such interest income is not effectively connected with a United States trade or business of the Non-U.S. holder and if:

- the Non-U.S. holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our stock entitled to vote,
- the Non-U.S. holder is not a controlled foreign corporation that is related to us through stock ownership,
- the Non-U.S. holder certifies to us or our agent, under penalties of perjury, that it is not a U.S. holder and provides its name and address or otherwise satisfies applicable identification requirements, and
- neither we nor our paying agent knows or has reason to know that the conditions of the exemption are, in fact, not satisfied.

In the case of new notes held by partnerships, the certification described above must be provided by the partners, rather than by the partnerships and the partnership must provide certain information, including a U.S. taxpayer identification number. A look through rule applies in the case of tiered partnerships.

Unless an applicable treaty otherwise provides, a Non-U.S. holder generally will be taxed in the same manner as a U.S. holder with respect to interest (including original issue discount) if the interest income is effectively connected with a United States trade or business of the Non-U.S. holder and, in

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the case of a Non-U.S. holder that is eligible for benefits of an income tax treaty with the United States, is attributable to a permanent establishment maintained by the Non-U.S. holder in the United States. Such effectively connected interest received or accrued by a corporate Non-U.S. holder may also, under certain circumstances, be subject to an additional "branch profits" tax at a 30% rate or, if applicable, a lower tax rate specified by a treaty. Even though such effectively connected interest is subject to U.S. income tax and may be subject to the branch profits tax, it is not subject to U.S. withholding tax if the holder delivers a properly executed IRS

126

Form W-8ECI (or a suitable substitute form) to us or our paying agent and neither we nor our paying agent knows or has reason to know that the information on the form is incorrect.

Sale, Exchange, or Retirement of New Notes. A Non-U.S. holder generally will not be subject to United States federal income tax or withholding tax on any gain realized on the sale, exchange, or retirement of new notes unless

- the gain is effectively connected with a United States trade or business of the Non-U.S. holder, or
- in the case of a Non-U.S. holder who is an individual, such holder is present in the United States for a period or periods aggregating 183 days or more during the taxable year of the disposition, and either such holder has a "tax home" in the United States or the disposition is attributable to an office or other fixed place of business maintained by such holder in the United States.

INFORMATION REPORTING AND BACKUP WITHHOLDING TAX

In general, information reporting on IRS Form 1099 will apply to payments to a U.S. Holder of principal, premium, if any, and interest on a new note and the proceeds of the sale of a new note. Backup withholding tax may apply to such payments to a non-corporate U.S. holder if that U.S. holder:

- fails to furnish or certify its correct taxpayer identification number to us or our paying agent in the manner required,
- is notified by the IRS that it has failed to report payments of interest or dividends properly,
- or under certain circumstances, fails to certify that it has not been notified by the IRS that it is subject to backup withholding for failure to report interest or dividend payments.

Information reporting on IRS Form 1099 and backup withholding tax will not apply to payments of interest on new notes to a Non-U.S. holder if the certification or identification requirements described in "-- Non-U.S. holders -- Interest Income" are satisfied by the holder, unless the payor knows or has reason to know that the holder is not entitled to an exemption from information reporting or backup withholding tax. However, we may report payments of interest on the new notes to a Non-U.S. holder on IRS Form 1042-S regardless of whether a Non-U.S. holder provides the certification or identification requirements described above.

Information reporting requirements and backup withholding tax will not apply to any payment of the proceeds of the sale of new notes effected outside the United States by a foreign office of a "broker" (as defined in applicable Treasury Regulations), unless the broker is a United States person or has certain connections to the United States. Payment of the proceeds of any such

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sale effected outside the United States by a foreign office of a broker described in the preceding sentence will not be subject to backup withholding tax, but will be subject to information reporting requirements, unless the broker has documentary evidence in its records that the beneficial owner is a Non-U.S. holder and certain other conditions are met, or the beneficial owner otherwise establishes an exemption. Payment of the proceeds of any such sale to or through the United States office of a broker is subject to information reporting and backup withholding requirements unless the beneficial owner of the new notes provides the certification described in "Non-U.S. holders -- Interest Income" or otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a credit against that holder's United States federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the I.R.S. The rate for backup withholding tax is 30% for 2002-2003, 29% for 2004-2005, and 28% for 2006 and later years, subject to a scheduled increase after 2010.

The foregoing summary of certain United States federal income tax consequences of the exchange of old notes for new notes and the ownership and disposition of notes is intended for general information. You are urged to consult with your own tax advisor as the U.S. federal income tax consequences of the exchange of old notes for new notes and the continuing investment in the notes as well as the consequences under state, local and foreign income tax law. Non-U.S. holders are urged to consult their own tax advisors as to the effect of income tax treaties and reporting requirements with regard to an investment in the notes.

127

PLAN OF DISTRIBUTION

We are not using any underwriters for this exchange offer.

Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of any new notes received in exchange for old notes acquired by the broker-dealer as a result of market-making or other trading activities. For a period of up to 180 days after the expiration of the exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests these documents. In addition, during this 180-day period, all dealers effecting transactions in the new notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of new notes by broker-dealers or any other persons. New notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes, or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to the prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer and/or the purchasers of any new notes. Any broker-dealer that resells new notes that were received by it for its own account pursuant to the exchange offer and any broker-dealer that participates in a distribution of new notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit resulting from these resales of new notes and any commissions or concessions received by any of these persons may be deemed to be

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underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

We have agreed to pay all expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the old notes and the new notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the notes will be passed upon for us by King & Spalding, New York, New York.

EXPERTS

The consolidated financial statements of Golfsmith International, Inc. as of December 30, 2000 and December 29, 2001, and for each of the three years in the period ended December 29, 2001, included in this prospectus, have been audited by Ernst & Young LLP, independent auditors as set forth in their report. We have included the consolidated financial statements of Golfsmith International, Inc. in this prospectus in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

128

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

CONSOLIDATED FINANCIAL STATEMENTS:	PAGE
-----	----
Report of Independent Auditors.....	F-2
Consolidated Balance Sheets at December 29, 2001 and December 30, 2000.....	F-3
Consolidated Statements of Operations for the three years in the period ended December 29, 2001.....	F-4
Consolidated Statements of Stockholders' Equity for the three years in the period ended December 29, 2001.....	F-5
Consolidated Statements of Cash Flows for the three years in the period ended December 29, 2001.....	F-6
Notes to Consolidated Financial Statements.....	F-7
Consolidated Balance Sheets at June 29, 2002 (unaudited) and December 29, 2001.....	F-18
Consolidated Statements of Operations (unaudited) for the six-months ended June 29, 2002 and June 30, 2001.....	F-19
Consolidated Statements of Cash Flows (unaudited) for the six-months ended June 29, 2002 and June 30, 2001.....	F-20
Notes to (unaudited) Consolidated Financial Statements....	F-21

F-1

REPORT OF INDEPENDENT AUDITORS

Board of Directors
Golfsmith International, Inc., and Subsidiaries

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We have audited the accompanying consolidated balance sheets of Golfsmith International, Inc. and Subsidiaries as of December 29, 2001 and December 30, 2000, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 29, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Golfsmith International, Inc. and Subsidiaries at December 29, 2001 and December 30, 2000, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 29, 2001, in conformity with accounting principles generally accepted in the United States.

/s/ Ernst & Young LLP

Austin, Texas
February 14, 2002

F-2

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	DECEMBER 29, 2001	DECEMBER 30, 2000
	-----	-----
ASSETS		
Current assets:		
Cash and cash equivalents.....	\$ 39,549,924	\$ 11,149,149
Receivables, net of allowances of \$1,107,321 at December 29, 2001 and \$1,564,785 at December 30, 2000.....	3,060,653	9,062,184
Inventories, net of reserves of \$1,555,107 at December 29, 2001 and \$867,510 at December 30, 2000.....	33,775,851	44,397,788
Prepays and other current assets.....	1,260,081	2,568,099
	-----	-----
Total current assets.....	77,646,509	67,177,220
Property and equipment:		
Land and buildings.....	17,971,191	18,482,699
Equipment, furniture, fixtures, and autos.....	22,671,027	23,430,401
Leasehold improvements and construction in progress.....	8,893,032	9,425,911
	-----	-----
	49,535,250	51,339,011
Less: accumulated depreciation and amortization.....	(20,711,794)	(16,970,764)
	-----	-----
Net property and equipment.....	28,823,456	34,368,247

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Intangible assets, net of accumulated amortization of \$817,462 at December 29, 2001 and \$555,628 at December 30, 2000.....	3,110,052	3,371,886
Other assets, net.....	1,920,346	1,985,139
Total assets.....	\$111,500,363	\$106,902,492

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:		
Accounts payable.....	\$ 18,939,036	\$ 12,341,526
Accrued employee expenses.....	2,121,940	1,754,474
Accrued taxes.....	2,482,833	2,349,586
Accrued gift certificate obligations.....	3,128,163	3,083,766
Other current liabilities.....	2,789,084	3,322,608
Lines of credit.....	33,563	7,172,346
Current maturities of long-term debt.....	1,000,000	1,000,000
Total current liabilities.....	30,494,619	31,024,306
Long-term debt, less current maturities.....	33,719,826	37,144,663
Deferred rent.....	2,243,197	1,869,327
Total liabilities.....	66,457,642	70,038,296
Minority interest.....	12,523,623	11,942,825
Stockholders' equity:		
Common stock -- Golfsmith International, Inc., \$.01 par value; 20,000,000 shares authorized; 10,000,000 shares issued and outstanding.....	100,000	100,000
Additional paid-in capital.....	12,886,480	10,512,226
Deferred interest.....	(137,190)	(175,548)
Deferred compensation.....	(1,916,532)	--
Other comprehensive income.....	(337,392)	(275,865)
Retained earnings.....	21,923,732	14,760,558
Total stockholders' equity.....	32,519,098	24,921,371
Total liabilities and stockholders' equity.....	\$111,500,363	\$106,902,492

See accompanying notes.

F-3

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

	DECEMBER 29, 2001	DECEMBER 30, 2000	JANUARY 1, 2000
Net revenues.....	\$229,205,669	\$239,348,037	\$275,967,112
Cost of products sold.....	148,409,733	158,385,311	180,828,524
Gross profit.....	80,795,936	80,962,726	95,138,588
Selling, general and administrative.....	66,949,464	78,947,758	81,100,636
Store pre-opening/closing expenses.....	655,130	1,889,343	493,304
Total operating expenses.....	67,604,594	80,837,101	81,593,940
Operating income.....	13,191,342	125,625	13,544,648

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Interest expense, accretion of debt discount and amortization of debt issuance costs.....	6,825,356	6,904,645	5,774,877
Interest income.....	(597,595)	(82,168)	(21,522)
Other income, net.....	(1,031,538)	(448,812)	(275,238)
Minority interest.....	580,798	(454,321)	583,314
	-----	-----	-----
Income (loss) before income taxes.....	7,414,321	(5,793,719)	7,483,217
Income tax expense (benefit).....	251,147	(190,425)	289,011
	-----	-----	-----
Net income (loss).....	\$ 7,163,174	\$ (5,603,294)	\$ 7,194,206
	=====	=====	=====
Basis Earnings Per Share.....	\$ 0.72	\$ (0.56)	\$ 0.72
	=====	=====	=====
Weighted Average Shares Outstanding.....	10,000,000	10,000,000	10,000,000
	=====	=====	=====
Diluted Earnings Per Share.....	\$ 0.69	\$ (0.56)	\$ 0.70
	=====	=====	=====
Weighted Average Shares Outstanding.....	10,311,868	10,000,000	10,253,728
	=====	=====	=====

See accompanying notes.

F-4

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	GOLFSMITH INTERNATIONAL, INC. COMMON STOCK		ADDITIONAL PAID-IN CAPITAL	DEFERRED INTEREST	DEFERRED COMPENSATION	COM
	SHARES	AMOUNT				
Balance at January 2, 1999.....	10,000,000	\$100,000	\$10,240,042	\$ --	\$ --	\$
Issuance of stock options non-employee.....	--	--	77,562	--	--	
Translation adjustments...	--	--	--	--	--	
Net income.....	--	--	--	--	--	
Comprehensive income.....						
	-----	-----	-----	-----	-----	-----
Balance at January 1, 2000.....	10,000,000	100,000	10,317,604	--	--	
Issuance of stock options non-employee.....	--	--	194,622	(194,622)	--	
Amortization of deferred interest.....	--	--	--	19,074	--	
Dividends paid.....	--	--	--	--	--	
Translation adjustments...	--	--	--	--	--	
Net loss.....	--	--	--	--	--	
Comprehensive loss.....	--	--	--	--	--	
	-----	-----	-----	-----	-----	-----
Balance at December 30, 2000.....	10,000,000	100,000	10,512,226	(175,548)	--	
Stock compensation-variable employee options.....	--	--	2,374,254	--	(2,374,254)	
Amortization of deferred						

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compensation.....	--	--	--	--	457,722
Amortization of deferred interest.....	--	--	--	38,358	--
Translation adjustments...	--	--	--	--	--
Net income.....	--	--	--	--	--
Comprehensive income.....	--	--	--	--	--
-----	-----	-----	-----	-----	-----
Balance at December 29, 2001.....	10,000,000	\$100,000	\$12,886,480	\$(137,190)	\$(1,916,532)
	=====	=====	=====	=====	=====

CONSOLIDATED
TOTAL

Balance at January 2, 1999.....	\$25,809,741
Issuance of stock options non-employee.....	77,562
Translation adjustments...	(77,202)
Net income.....	7,194,206
-----	-----
Comprehensive income.....	7,117,004
-----	-----
Balance at January 1, 2000.....	33,004,307
Issuance of stock options non-employee.....	--
Amortization of deferred interest.....	19,074
Dividends paid.....	(2,312,500)
Translation adjustments...	(186,216)
Net loss.....	(5,603,294)
-----	-----
Comprehensive loss.....	(5,789,510)
-----	-----
Balance at December 30, 2000.....	24,921,371
Stock compensation-variable employee options.....	
Amortization of deferred compensation.....	457,722
Amortization of deferred interest.....	38,358
Translation adjustments...	(61,527)
Net income.....	7,163,174
-----	-----
Comprehensive income.....	7,101,647
-----	-----
Balance at December 29, 2001.....	\$32,519,098
	=====

See accompanying notes.

F-5

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CONSOLIDATED STATEMENTS OF CASH FLOWS

	YEAR ENDED		
	DECEMBER 29, 2001	DECEMBER 30, 2000	JANUARY 1, 2000
OPERATING ACTIVITIES			
Net income (loss).....	\$ 7,163,174	\$ (5,603,294)	\$ 7,194,206
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation.....	6,455,080	8,856,417	5,315,754
Amortization.....	2,262,535	1,900,168	1,742,837
Interest paid with issuance of in-kind debt.....	954,810	1,827,000	--
Minority interest.....	580,798	(454,321)	583,314
Stock compensation to non-employee.....	38,358	19,074	77,562
Stock compensation variable employee options....	457,722	--	--
Net gain on sale of real estate and other assets.....	(980,233)	(985,182)	--
Loss (gain) on disposal of equipment.....	--	(13,914)	11,956
Other noncash.....	2,129,334	472,284	395,789
Changes in operating assets and liabilities:			
Receivables.....	3,872,197	(2,763,360)	251,197
Inventories.....	10,621,937	3,063,393	2,342,912
Prepaid and other assets.....	992,458	(205,701)	380,964
Accounts payable.....	6,597,510	(1,799,134)	(702,632)
Accrued expenses and other liabilities and deferred rent.....	385,456	(639,141)	2,178,519
Net cash provided by operating activities.....	41,531,136	3,674,289	19,772,378
INVESTING ACTIVITIES			
Capital expenditures.....	(1,344,843)	(2,106,954)	(9,740,043)
Proceeds from sale of real estate and other assets...	1,395,736	1,130,086	11,066
Net cash provided by (used in) investing activities.....	50,893	(976,868)	(9,728,977)
FINANCING ACTIVITIES			
Principal payments on lines of credit, net of borrowings.....	(7,138,783)	(727,654)	(6,180,000)
Principal payments of long-term debt.....	(5,999,996)	(5,421,734)	(1,605,272)
Borrowings long-term debt.....	--	15,000,000	--
Debt issuance costs.....	--	(735,304)	--
Dividends paid.....	--	(2,312,500)	--
Dividends paid to minority interest owners.....	--	(187,500)	--
Net cash provided by (used in) financing activities.....	\$ (13,138,779)	\$ 5,615,308	\$ (7,785,272)
Effect of exchange rate changes on cash.....	\$ (42,475)	\$ (186,216)	\$ (77,202)
Change in cash and cash equivalents.....	28,400,775	8,126,513	2,180,927
Cash and cash equivalents, beginning of year.....	11,149,149	3,022,636	841,709
Cash and cash equivalents, end of year.....	\$ 39,549,924	\$11,149,149	\$ 3,022,636
Supplemental cash flow information:			
Interest payments.....	\$ 4,322,284	\$ 3,716,728	\$ 4,366,138
Tax payments.....	250,591	331,195	290,549

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Amortization of discount on senior subordinated notes.....	1,620,349	1,506,301	1,400,281
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See accompanying notes.

F-6

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 29, 2001

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF CONSOLIDATION

The accompanying consolidated financial statements include the accounts of Golfsmith International, Inc. and its subsidiaries, collectively and individually referred to as "Golfsmith" or the "Company." All significant inter-company accounts and transactions between the entities have been eliminated in consolidation.

NATURE OF OPERATIONS

Golfsmith is one of the largest, multi-channel, specialty retailers of golf equipment and related accessories in the industry and is an established designer and marketer of golf equipment. Golfsmith offers equipment from leading manufacturers, including Callaway(R) Cobra(R), FootJoy(R), Nike(R), Ping(R), Taylor Made(R) and Titleist(R). In addition, Golfsmith offers its own proprietary brands, including Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R). The Company markets its products through 25 superstores as well as through its direct-to-consumer channel, which includes its clubmaking and accessory catalogs and its Internet site., The Company also operates a clubmaker training program and is the exclusive operator of the Harvey Penick Golf Academy, an instructional school incorporating the techniques of the renowned golf instructor, Harvey Penick.

CASH EQUIVALENTS

Cash equivalents consist of commercial paper and other investments that are readily convertible into cash and have maturities when purchased of three months or less.

INVENTORIES

Inventories consisting primarily of finished goods (i.e., golf equipment and accessories) are stated at the lower of cost (weighted average) or market.

CONCENTRATION OF FOREIGN SUPPLIERS

The Company derives a significant portion of its sales from products supplied by manufacturers located outside the United States. While the Company is not dependent on any single manufacturer outside the U.S., the Company could be adversely affected by political or economic disruptions affecting the business or operations of third-party manufacturers located outside the U.S.

FOREIGN CURRENCY TRANSLATION

In accordance with Financial Accounting Standards No. 52, Foreign Currency Translation, the financial statements of the Company's international operations are translated into U.S. dollars using the exchange rate at each balance sheet

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date for assets and liabilities, the historical exchange rate for stockholders' equity, and a weighted average exchange rate for each period for revenues, expenses, and gains and losses. Foreign currency translation adjustments are recorded as a separate component of stockholders' equity as the local currency is the functional currency.

DEPRECIATION AND AMORTIZATION

Property and equipment are stated at cost. Depreciation and amortization are computed primarily using the straight-line method over the estimated useful lives of the related assets, generally 5 to 10 years for equipment, furniture, and fixtures and 40 years for buildings. Leasehold improvements are amortized on a straight-line basis over the shorter of the term of the related lease or estimated life of the leasehold

F-7

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

improvement. On qualifying projects, the Company capitalizes interest associated with the project. For all periods presented capitalized interest was immaterial.

LONG-LIVED ASSETS

The Company adopted Statement of Financial Accounting Standards No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets To Be Disposed Of ("FAS 121"), which requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present. The Company considers relevant cash flow information, including estimated future operating results, trends, and other available information, in assessing whether the carrying value of assets can be recovered. Upon a determination that the carrying value of assets will not be recovered from the undiscounted cash flow estimated to be generated by those assets, the carrying value of such assets would be considered impaired and reduced to the asset's fair value by a charge to operations in the amount of the impairment.

CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Company to concentrations of credit risk are primarily cash, cash equivalents, and accounts receivable. Excess cash is invested in high-quality, short-term, liquid money instruments issued by highly rated financial institutions. Concentration of credit risk with respect to the Company's receivables is minimized due to the large number of customers, individually small balances, and short payment terms.

FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair value and carrying amounts for financial instruments may differ due to instruments which provide fixed interest rates or contain fixed interest rate elements. Such instruments are subject to fluctuations in fair value due to subsequent movements in interest rates. The carrying value of Golfsmith's financial instruments approximates fair value, except for differences with respect to long-term, fixed rate debt, which are not significant. Fair value for such instruments is based on estimates using present value or other valuation techniques.

REVENUE

Revenues from product sales are recognized as the products are shipped to the customers. Provisions are made currently for estimated product returns and

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price discounts and other allowances that may occur under Company programs.

STORE PRE-OPENING AND CLOSING EXPENSES

Costs associated with the opening of a new store are expensed as incurred. With respect to store closings, the Company provides for the future net lease obligation, non-recoverable investment in fixed assets, and other expenses directly related to discontinuance of operations when the decision has been made to close a store.

During 2001, we recognized store closure costs totaling approximately \$655,000 associated with the decision to close one store. Store closure costs include writedowns of leasehold improvements and store equipment to estimated fair values of \$219,000 and estimated lease termination costs of \$436,000. During fiscal year 2001, this store generated revenues totaling approximately \$3,350,000 and an operating loss of approximately \$701,000. The Company has entered into a sublease agreement with a third party, whereby the third party will assume the majority of the remaining lease obligation. These costs are included in store pre-opening/closing expenses in the consolidated statement of operations.

During 2000, we recognized store closure costs totaling approximately \$1,187,000 associated with the decision to close three stores. Store closure costs include writedowns of leasehold improvements and store

F-8

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

equipment to estimated fair values and estimated lease termination costs. During fiscal year 2000, these three stores generated revenues totaling approximately \$8,734,000 and an operating loss of approximately \$910,000. Termination of the lease occurred during the year for two of the closed stores. Termination of the lease for the third store occurred during fiscal 2001. These costs are included in store pre-opening/closing expenses in the consolidated statement of operations.

INCOME TAXES

The Corporations included herein have elected to be treated as Subchapter S Corporations under the Internal Revenue Code. Consequently, the Corporations are generally not subject to federal income taxes because its stockholders include the Corporation's income in their personal income tax returns. Accordingly, no provision for U.S. federal income taxes is included in these financial statements. At December 30, 2000 and December 29, 2001, the Company's book basis in net assets exceeded its tax basis by approximately \$10.4 million and \$11.8 million, respectively. Certain foreign taxes relating to the European and Canadian operations have been incurred. These taxes, as well as certain state taxes based on income, are recorded as income tax expense.

CATALOG COSTS AND ADVERTISING

Catalog costs are amortized over the expected revenue stream, which typically ranges between two and twelve months from the date the catalogs are mailed. The Company capitalized approximately \$0.4 million and \$1.0 million in catalog costs at December 29, 2001 and December 30, 2000, respectively. Advertising costs are expensed as incurred. Advertising costs totaled approximately \$12.8 million, \$18.0 million, and \$20.6 million for the years ended December 29, 2001, December 30, 2000, and January 1, 2000, respectively.

INTANGIBLE ASSETS

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Intangible assets consist of intellectual property and trademarks acquired. Intangibles are being amortized using the straight-line method over the estimated useful lives of 15 years. It is the Company's policy to value intangible assets at the lower of unamortized cost or fair value. Management reviews the valuation and amortization of intangible assets on a periodic basis, taking into consideration any events or circumstances which might result in diminished fair value.

STOCK-BASED COMPENSATION

Financial Accounting Standards Board ("FASB") Statement No. 123, Accounting for Stock-Based Compensation ("SFAS 123"), prescribes accounting and reporting standards for all stock-based compensation plans, including employee stock options. As allowed by SFAS 123, the Company has elected to continue to account for its employee stock-based compensation in accordance with Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees ("APB 25").

NET LOSS PER SHARE

Basic earnings per share is net income divided by the average number of common shares outstanding during the period. Diluted earnings per share includes the net incremental shares assumed issued on the exercise of stock options. In periods where the Company incurs net loss, the effect of stock options is not included in diluted earnings per share as the effect would be anti-dilutive. The Company had outstanding common stock options of 1,757,447, 2,176,205, and 1,834,007 at January 1, 2000, December 30, 2000 and December 29, 2001, respectively.

F-9

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Basic net income per share is calculated by dividing net income by weighted average shares outstanding during the period. The following table presents the calculation of diluted net loss per share:

	YEAR ENDED		
	DECEMBER 29, 2001	DECEMBER 30, 2000	JANUARY 1, 2000
Net income (loss).....	\$ 7,163,174	\$ (5,603,294)	\$ 7,194,206
Diluted:			
Weighted Average Shares.....	10,000,000	10,000,000	10,000,000
Plus-			
Stock options, net of treasury stock.....	311,868	--	253,728
Shares used in computing diluted net income			
(loss) per share.....	10,311,868	10,000,000	10,253,728
Diluted income (loss) per share.....	\$ 0.69	\$ (0.56)	\$ 0.70

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make

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estimates and use assumptions that affect certain reported amounts and disclosures. Although management uses the best information available, it is reasonably possible that the estimates used by the Company will be materially different from the actual results. These differences could have a material effect on the Company's future results of operations and financial position.

RECLASSIFICATIONS

Certain reclassifications have been made to the prior year financial statements to conform with the current year presentation.

FISCAL YEAR

The Company's fiscal year ends on the Saturday closest to December 31.

RECENTLY ISSUED ACCOUNTING STANDARDS

In June 2001, the FASB issued SFAS No. 141, Business Combinations, effective July 1, 2001 and SFAS No. 142, Goodwill and Other Intangible Assets, effective for fiscal years beginning after December 15, 2001. Under the new rules, goodwill and intangible assets deemed to have indefinite lives will no longer be amortized but will be subject to annual impairment tests in accordance with the Statements. Other intangible assets will continue to be amortized over their useful lives. The Company is currently in the process of evaluating the effects of this pronouncement on the Company's recorded trademark and intellectual property. Adoption of SFAS No. 141 and SFAS No. 142 is not expected to materially affect the Company's financial results.

In October 2001, the FASB issued SFAS No. 144, Impairment of Long-Lived Assets, which supercedes SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. SFAS No. 144 retains the requirements of SFAS No. 121 to (a) recognize an impairment loss only if the carrying amount of a long-lived asset is not recoverable from its undiscounted cash flows and (b) measure an impairment loss as the difference between the carrying amount and the fair value of the asset. SFAS No. 144 removes goodwill from its scope. SFAS No. 144 is applicable to financial statements issued for fiscal years beginning after December 15, 2001. The adoption of SFAS No. 144 is not expected to have a material impact on the Company's financial position or results of its operations.

F-10

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

2. LEASE COMMITMENTS

The Company leases certain store locations under operating leases that provide for annual payments that, in some cases, increase over the life of the lease. The aggregate of the minimum annual payments is expensed on a straight-line basis over the term of the related lease without consideration of renewal option periods. The lease agreements contain provisions which require the Company to pay for normal repairs and maintenance, property taxes, and insurance. Rent expense was \$8.1 million, \$8.2 million, and \$8.3 million for the years ended December 29, 2001, December 30, 2000, and January 1, 2000, respectively.

At December 29, 2001, future minimum payments due, net of sublease income, under non-cancelable operating leases with initial terms of one year or more are as follows for each of the fiscal years ending:

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2002.....	\$ 7,351,215
2003.....	7,304,427
2004.....	7,254,003
2005.....	7,251,016
2006.....	7,114,020
Thereafter.....	30,733,160

Total minimum payments.....	\$67,007,841
	=====

Deferred rent consists of the step-rent accrual related to the Company's store leases. In accordance with FASB Statement No. 13, Accounting for Leases, rental expense for the Company's store leases is recognized on a straight-line basis even though a majority of the store leases contain escalation clauses. The step-rent accrual is expected to increase due to the relative immaturity of the existing stores.

In November 2001, the Company entered into a sublease agreement with a third party to sublease retail space previously occupied by Golfsmith. The sublease term ends in 2013. Future minimum sublease payments to be received by Golfsmith over the term of the lease are \$3.6 million.

3. DEBT

Long-term debt at December 29, 2001 and December 30, 2000 consisted of the following:

	DECEMBER 29, 2001	DECEMBER 30, 2000
	-----	-----
Senior subordinated pay-in-kind notes due August 1, 2005 (see discussion below).....	\$32,781,810	\$31,827,000
Term loan payable by Golfsmith International, Inc. to bank, floating interest rate, payable in monthly installments through November 2003, collateralized by land and buildings.....	8,916,671	14,916,667
	-----	-----
Total long-term debt.....	41,698,481	46,743,667
Less current maturities.....	(1,000,000)	(1,000,000)
	-----	-----
Long-term portion.....	40,698,481	45,743,667
Unamortized discount on Senior subordinated notes.....	(6,978,655)	(8,599,004)
	-----	-----
Long-term debt, net of discount.....	\$33,719,826	\$37,144,663
	=====	=====

F-11

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

As of December 29, 2001, the annual maturities of long-term debt were as follows:

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2002.....	\$ 1,000,000
2003.....	7,916,671
2004.....	--
2005.....	32,781,810

	\$41,698,481
	=====

SENIOR SUBORDINATED NOTES

On August 17, 1998, the Company issued in a private placement \$30 million senior subordinated pay-in-kind notes (the "Subordinated Notes") and partnership interests that may be converted into warrants to purchase 810,811 shares of the Company's common stock for \$.01 per share, under certain circumstances. In 1998, the partnership interests for 7.5% of Golfsmith Holdings were valued at \$12 million. Since the interests are related to a subsidiary that is consolidated, the value of the interests is reflected as minority interest in the accompanying consolidated balance sheet. The value of the minority interest has been offset as a discount to the Senior Subordinated Note.

Holder of the Subordinated Notes are entitled to receive interest, payable quarterly, at the Company's option in cash, or in-kind, through the issuance of additional Subordinated Notes, both at 12%, per annum. The Subordinated Notes mature on August 1, 2005, representing a yield to maturity of 22.6%. In the event the Company consummates a public offering at any time the Subordinated Notes are outstanding, the interest rate reverts to 10% per year. During fiscal year 2001 and 2000, the Company issued approximately \$1.0 million and \$1.8 million, respectively, in additional Subordinated Notes for the payment of interest.

The Subordinated Notes impose certain limitations on the Company's ability to, among other things, incur additional indebtedness; make payments in respect to its capital stock or certain indebtedness; enter into transactions with affiliates; merge or consolidate with any other person; and sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets. Such limitations are subject to a number of important qualifications.

The Subordinated Notes and partnership interests carry certain registration rights. The Company, at its option, may elect to repurchase the Subordinated Notes. The early redemption of the Subordinated Notes involves a premium to the principal amount until August 2004. The Subordinated Notes are subordinated to all existing and future senior indebtedness of the Company.

BANK DEBT

In 2000, the Company entered into a new loan agreement (the "Loan Agreement") providing for term loan ("Term Loan") borrowings of \$15 million and revolver borrowings up to \$40 million ("Revolver"), subject to certain limitations. This Loan Agreement replaced a 1997 credit agreement that provided borrowings up to \$46 million which expired in 2000 and certain mortgage notes totaling \$2.8 million as of November 13, 2000. The Term Loan is secured by a pledge of the Company's land and buildings. The Revolver is secured by a pledge of the Company's inventory, receivables, and certain other assets and may be repaid and re-borrowed from time to time until such maturity date subject to the satisfaction of certain conditions.

The Loan Agreement contains covenants which, among other things, limit: (i) additional indebtedness; (ii) dividends; (iii) capital expenditures; (iv) acquisitions, mergers, and consolidations; (v) liens and encumbrances; and (vi)

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the number of new store openings. The Loan Agreement also contains certain additional covenants.

F-12

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Borrowings under the Loan Agreement bear interest at either (i) LIBOR plus LIBOR margin or (ii) a Base Rate plus the Base Rate margin as defined in the Agreement. The weighted average interest rate on Term Loan borrowings was 6.5% and 9.5% in 2001 and 2000, respectively (4.7% and 9.1% at December 29, 2001 and December 30, 2000, respectively). At December 29, 2001 and December 30, 2000, the Company had \$8.9 million and \$14.9 million outstanding under the Term Loan, respectively. The weighted average interest rate on Revolver borrowings was 8.2% and 9.3% in 2001 and 2000, respectively (5.3% at December 29, 2001 and 8.5% at December 30, 2000). The Company had \$.03 million and \$7.2 million outstanding under the Revolver at December 29, 2001 and December 30, 2000, respectively.

The Company had outstanding commercial letters of credit totaling approximately \$0.2 million and \$2.3 million, as of December 29, 2001 and December 30, 2000, respectively, relating primarily to unfilled purchase orders issued to foreign suppliers.

4. LONG-LIVED ASSETS

The Statement of Financial Accounting Standards No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets To Be Disposed Of, requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present. After evaluating relevant cash flow information, including estimated future operating results, the Company determined that the carrying value of certain assets would not be recovered from the undiscounted cash flow estimated to be generated by those assets. Accordingly, the Company recorded charges to reduce the carrying value of these assets of \$505,000 in 2000. These costs are included in store pre-opening/closing expenses on the consolidated statement of operations. No impairment charges were recorded in 2001 or 1999.

5. RETIREMENT AND PROFIT SHARING PLANS

During 1998, the Board of Directors approved a Retirement Savings Plan (the "Plan"), which permits eligible employees to make contributions to the Plan on a pretax basis in accordance with the provisions of Section 401(k) of the Internal Revenue Code. The Company makes a matching contribution of 50% of the employee's pretax contribution, up to 6% of the employee's compensation, in any calendar year. The Company contributed approximately \$292,000, \$346,000, and \$343,000 to the Plan during the years ended December 29, 2001, December 30, 2000, and January 1, 2000, respectively.

6. STOCK OPTION PLAN

The Company has a stock incentive plan (the "1997 Incentive Plan") covering 2.80 million shares of common stock. Options to acquire 0.24 million, 0.57 million and 0.33 million shares of stock were granted in fiscal years 2001, 2000, and 1999, respectively. The exercise price on the options granted was at or above the value of the Company's common stock on the grant date. Options vest ten years from the date of grant or sooner under certain circumstances.

The Company has elected to account for its employee stock options under APB 25. As a result, pro forma information regarding net income is presented assuming the fair value method is used as required by SFAS No. 123. The fair

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value for these options was estimated at the date of grant using the Black-Scholes option pricing model with the following assumptions: weighted average, risk-free interest rates of 4.8%, 6.3%, and 6.2% for fiscal years 2001, 2000, and 1999, respectively; no dividend yield; and a weighted average expected life of the options of 5.77 years for all years presented.

For purposes of pro forma disclosures, the estimated fair value of the options is amortized to expense over the options' estimated vesting period.

F-13

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Pro forma results considering the impact of FAS 123 are as follows:

	YEAR ENDED		
	DECEMBER 29, 2001	DECEMBER 30, 2000	JANUARY 1, 2000
Net income (loss), as reported.....	\$7,163,174	\$ (5,603,294)	\$ 7,194,206
Pro forma impact of FAS 123.....	--	(1,140,645)	(1,152,826)
Net income (loss), pro forma.....	\$7,163,174	\$ (6,743,939)	\$ 6,041,380
Basic earnings (loss) per share, pro forma....	\$ 0.72	\$ (0.67)	\$ 0.60
Diluted earnings (loss) per share, pro forma.....	0.69	(0.67)	0.59

Option valuation models incorporate highly subjective assumptions. Because changes in the subjective assumptions can materially affect the fair value estimate, the existing models do not necessarily provide a reliable single measure of the fair value of Golfsmith's employee stock options. Because, for pro forma disclosure purposes, the estimated fair value of Golfsmith's employee stock options is treated as if amortized to expense over the options' vesting period, the effects of applying SFAS No. 123 for pro forma disclosures are not necessarily indicative of future amounts.

A summary of the Company's stock option activity and related information follows:

	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE
	-----	-----
Outstanding at January 2, 1999.....	1,758,144	\$13.36
Granted.....	330,667	17.31
Exercised.....	--	--
Forfeited.....	(331,364)	14.06
Outstanding at January 1, 2000.....	1,757,447	13.94
Granted.....	2,285,896	4.00
Exercised.....	--	--
Forfeited.....	(1,867,138)	13.94

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Outstanding at December 30, 2000.....	2,176,205	4.22
Granted.....	241,500	5.50
Exercised.....	--	--
Forfeited.....	(583,698)	4.01
	-----	-----
Outstanding at December 29, 2001.....	1,834,007	4.45
	-----	-----
Exercisable at December 29, 2001.....	40,667	\$15.80
	=====	=====

The weighted average fair value of options granted during fiscal years 2001, 2000, and 1999 was \$1.39, \$1.25, and \$3.95, respectively.

F-14

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

The following table summarizes information about outstanding and exercisable options at December 29, 2001:

NUMBER OF OPTIONS	OUTSTANDING RANGE OF EXERCISE PRICE	WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE OF OPTIONS	NUMBER OF OPTIONS	EXERCISABLE RANGE OF EXERCISE PRICE	WEIGHTED AVER REMAINING CONTRACTUAL L OF OPTIONS
-----	-----	-----	-----	-----	-----
1,559,340	\$ 4.00	7.0	--	--	--
234,000	\$ 5.50	9.5	--	--	--
40,667	\$15.00 - 16.00	7.3	40,667	\$15.00 - 16.00	7.3
	-----	---	-----	-----	---
1,834,007	\$ 4.00 - 16.00	7.3	40,667	\$15.00 - 16.00	7.3
=====	=====	===	=====	=====	===

In 1997, the Company granted one warrant to purchase 60,000 options to a third party at an exercise price of \$15 per share. The warrant holder's right to exercise such warrant is dependent upon the occurrence of a certain event. The warrant expires in 2002.

The Company recorded compensation expense of \$77,562 in conjunction with 16,667 fully vested stock options granted to a non-employee during fiscal 1999. This amount represents the fair value of the options at the time of grant.

The Company recorded deferred interest expense of \$194,622 for options issued to a non-employee creditor during fiscal year 2000. The deferred charge is being amortized to interest expense over the remaining five-year term of the Subordinated Note. For the years ended December 29, 2001 and December 30, 2000, respectively, \$38,358 and \$19,074 was charged to interest expense relating to this option grant.

Due to the decline in the market value of the Company's common stock, the Board of Directors authorized the Company to reprice stock options granted to employees and officers with exercise prices in excess of the fair market value on July 11, 2000. Stock options held by optionees other than non-employees, which were granted under the incentive stock plans and which had an exercise price greater than \$4.00 per share, were amended to reduce their exercise price to \$4.00 per share, which was the market value of the Company's common stock on

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July 11, 2000. No other terms were changed. Options to purchase a total of 1,716,780 shares of common stock with a weighted average exercise price of \$13.94 were repriced and are included in options forfeited and granted for fiscal year 2000.

Under FASB Interpretation No. 44, these repriced options require variable accounting treatment until exercised or expired. The value of the Company's common stock at December 29, 2001 was estimated to be \$6.25, therefore the company recorded a deferred compensation expense of \$2,374,254 during fiscal year 2001. The deferred charge is being amortized over the average remaining life of the repriced options. For the year ended December 29, 2001, \$457,722 was charged to compensation expense relating to these repriced options. This amount is included in selling, general and administrative expenses in the consolidated statement of operations.

F-15

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

7. INDUSTRY SEGMENTS AND FOREIGN AND DOMESTIC OPERATIONS

The Company has operated in foreign and domestic regions. Information about these operations is presented below:

	YEAR ENDED		
	DECEMBER 29, 2001	DECEMBER 30, 2000	JANUARY 1, 2000
Net revenues:			
North America.....	\$224,100,443	\$233,718,514	\$270,660,859
International.....	5,105,226	5,629,523	5,306,253
Operating profit:			
North America.....	12,227,066	(238,927)	13,962,600
International.....	964,276	364,552	(417,952)
Identifiable assets:			
North America.....	109,803,125	104,959,725	99,414,184
International.....	1,697,238	1,942,767	6,467,427

8. VALUATION AND QUALIFYING ACCOUNTS

	AMOUNTS			
	BALANCE AT BEGINNING OF PERIOD	CHARGED TO NET INCOME (LOSS)	WRITE-OFFS AGAINST RESERVE	BALANCE AT END OF PERIOD
INVENTORY RESERVE				
Year ended December 29, 2001.....	\$ 867,510	1,745,956	(1,058,359)	\$1,555,107
Year ended December 30, 2000.....	828,512	2,665,132	(2,623,134)	867,510
Year ended January 1, 2000.....	819,013	2,788,916	(2,779,417)	828,512
ALLOWANCE FOR SALES RETURNS				
Year ended December 29, 2001.....	1,402,614	5,768,877	(5,950,907)	1,220,584
Year ended December 30, 2000.....	1,829,108	7,076,618	(7,503,112)	1,402,614

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Year ended January 1, 2000.....	1,421,610	8,984,415	(8,576,917)	1,829,108
ALLOWANCE FOR DOUBTFUL ACCOUNTS				
Year ended December 29, 2001.....	1,564,785	2,129,334	(2,586,798)	1,107,321
Year ended December 30, 2000.....	966,926	597,859	--	1,564,785
Year ended January 1, 2000.....	948,085	395,789	(376,948)	966,926

9. CONSOLIDATED QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

FISCAL 2001(1)	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	FULL YEAR
Net revenues.....	\$52,529,768	\$73,044,137	\$56,910,109	\$46,721,655	\$229,205,669
Gross profit.....	17,709,677	25,808,312	20,183,944	17,094,003	80,795,936
Income before income taxes.....	761,690	5,553,671	2,200,824	(1,101,864)	7,414,321
Net income.....	714,180	5,514,137	2,214,561	(1,279,704)	7,163,174
Basic earnings per share(2).....	\$ 0.07	\$ 0.55	\$ 0.22	\$ (0.13)	\$ 0.72
Diluted earnings per share(2).....	\$ 0.07	\$ 0.52	\$ 0.21	\$ (0.13)	\$ 0.69

F-16

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

FISCAL 2000(1)	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	FULL YEAR
Net revenues.....	\$53,929,213	\$76,494,869	\$60,832,649	\$48,091,306	\$239,348,037
Gross profit.....	17,806,766	26,667,343	19,866,544	16,622,073	80,962,726
Income (loss) before income taxes.....	(3,933,398)	2,319,784	(277,254)	(3,902,851)	(5,793,719)
Net income (loss).....	(3,897,165)	2,239,649	(278,314)	(3,667,464)	(5,603,294)
Basic earnings per share(2).....	\$ (0.39)	\$ 0.22	\$ (0.03)	\$ (0.37)	\$ (0.56)
Diluted earnings per share(2).....	\$ (0.39)	\$ 0.22	\$ (0.03)	\$ (0.37)	\$ (0.56)

(1) Fiscal 2001 and 2000 each consist of 52-week periods.

(2) Per SFAS 128, the sum of quarterly net earnings per share amounts will not necessarily equal the annual net earnings per share as each quarter is calculated independently.

10. SUBSEQUENT EVENTS (UNAUDITED)

During February 2002, the Company entered into two additional non-cancellable leases for long-term retail space in Pasadena, California and Chicago, Illinois. These leases commence upon final buildout of each retail

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space, with total minimum lease payments over the ten year lease terms of \$2.1 million and \$4.0 million, respectively, plus operating expenses.

In January 2002, the Company's Board of Directors authorized a dividend distribution to be made in 2002 not to exceed \$3.5 million. No amounts have been paid as of the report date.

On October 15, 2002, the Company completed a merger with an unrelated entity. Pursuant to the terms of the merger, Golfsmith repaid its existing debt and repurchased the outstanding minority interest. The Company also sold Senior Secured Notes with an aggregate principal amount of \$93,750,000 for proceeds of \$75.0 million in a private placement offering.

F-17

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	JUNE 29, 2002	DECEMBER 29, 2001
	-----	-----
	(UNAUDITED)	
ASSETS		
Current assets:		
Cash and cash equivalents.....	\$ 31,423,258	\$ 39,549,924
Receivables, net of allowances of \$375,189 at June 29, 2002 and \$1,107,321 at December 29, 2001.....	6,014,421	3,060,653
Inventories, net of reserves of \$1,435,386 at June 29, 2002 and \$1,555,107 at December 29, 2001.....	40,889,898	33,775,851
Prepays and other current assets.....	2,319,478	1,260,081
	-----	-----
Total current assets.....	80,647,055	77,646,509
Property and equipment:		
Land and buildings.....	17,973,355	17,971,191
Equipment, furniture, fixtures, and autos.....	22,952,065	22,671,027
Leasehold improvements and construction in progress.....	9,235,194	8,893,032
	-----	-----
Less: accumulated depreciation and amortization.....	(23,064,269)	(20,711,794)
	-----	-----
Net property and equipment.....	27,096,345	28,823,456
Intangible assets, net of accumulated amortization of \$268,312 at June 29, 2002 and \$817,462 at December 29, 2001.....	1,922,739	3,110,052
Other assets, net.....	1,821,807	1,920,346
	-----	-----
Total assets.....	\$111,487,946	\$111,500,363
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable.....	\$ 23,326,030	\$ 18,939,036
Accrued expenses and other current liabilities.....	9,398,737	10,522,020
Lines of credit.....	--	33,563
Current maturities of long-term debt.....	--	1,000,000
	-----	-----
Total current liabilities.....	32,724,767	30,494,619
Long-term debt, less current maturities.....	26,658,771	33,719,826

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Deferred rent.....	2,166,685	2,243,197
	-----	-----
Total liabilities.....	61,550,223	66,457,642
Minority interest.....	12,881,621	12,523,623
Stockholders' equity:		
Common stock -- Golfsmith International, Inc., \$.01 par value; 20,000,000 shares authorized; 10,000,000 shares issued and outstanding.....	100,000	100,000
Additional paid-in capital.....	16,597,534	12,886,480
Deferred interest.....	(118,063)	(137,190)
Deferred compensation.....	(4,513,142)	(1,916,532)
Other comprehensive income.....	(234,821)	(337,392)
Retained earnings.....	25,224,594	21,923,732
	-----	-----
Total stockholders' equity.....	37,056,102	32,519,098
Total liabilities and stockholders' equity.....	\$111,487,946	\$111,500,363
	=====	=====

See accompanying notes.

F-18

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF OPERATIONS

	SIX MONTHS ENDED	
	JUNE 29, 2002	JUNE 30, 2001
	-----	-----
Net revenues.....	\$119,603,331	\$125,573,905
Cost of products sold.....	77,291,472	82,055,916
	-----	-----
Gross profit.....	42,311,859	43,517,989
Selling, general and administrative.....	33,728,795	34,505,750
Store pre-opening/closing expenses.....	347,195	--
	-----	-----
Total operating expenses.....	34,075,990	34,505,750
	-----	-----
Operating income.....	8,235,869	9,012,239
Interest expense, accretion of debt discount and amortization of debt issuance costs.....	3,121,676	3,475,441
Interest income.....	(200,879)	(154,331)
Other income, net.....	(2,301,620)	(1,129,230)
Minority interest.....	620,498	504,998
	-----	-----
Income before income taxes.....	6,996,194	6,315,361
Income tax expense.....	457,830	87,044
	-----	-----
Net income.....	\$ 6,538,364	\$ 6,228,317
	=====	=====
Basis earnings per share.....	\$ 0.65	\$ 0.62
	=====	=====
Weighted average shares outstanding.....	10,000,000	10,000,000
	=====	=====
Diluted earnings per share.....	\$ 0.61	\$ 0.59

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Weighted average shares outstanding.....	10,781,889	10,593,510
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See accompanying notes
F-19

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	SIX MONTHS ENDED	
	JUNE 29, 2002	JUNE 30, 2001
	(UNAUDITED)	
OPERATING ACTIVITIES		
Net income.....	\$ 6,538,364	\$ 6,228,317
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation.....	2,762,294	3,166,617
Amortization.....	1,109,853	1,144,310
Interest paid with issuance of in-kind debt.....	--	954,810
Minority interest.....	620,498	504,998
Stock compensation to non-employee.....	19,127	19,179
Stock compensation variable employee options.....	1,114,444	200,003
Net gain on sale of real estate.....	--	(1,130,233)
Net gain on sale of trademarks.....	(2,215,737)	--
Changes in operating assets and liabilities:		
Receivables.....	(2,953,768)	463,769
Inventories.....	(7,114,047)	4,127,044
Prepaid and other assets.....	(1,125,066)	299,524
Accounts payable.....	4,386,994	6,797,158
Accrued expenses and other liabilities and deferred rent.....	(1,199,795)	95,587
Net cash provided by operating activities.....	1,943,161	22,871,083
INVESTING ACTIVITIES		
Capital expenditures.....	(1,033,534)	(527,497)
Proceeds from sale of real estate.....	--	1,395,736
Proceeds from sale of trademarks.....	3,313,022	--
Net cash provided by investing activities.....	2,279,488	868,239
FINANCING ACTIVITIES		
Principal payments on lines of credit, net of borrowings....	(33,563)	(7,172,346)
Principal payments of long-term debt.....	(8,916,671)	(416,665)
Dividends paid.....	(3,237,500)	--
Dividends paid to minority interest owners.....	(262,500)	--
Net cash used in financing activities.....	(12,450,234)	(7,589,011)
Effect of exchange rate changes on cash.....	\$ 100,919	\$ (113,942)
Change in cash and cash equivalents.....	(8,126,666)	16,036,369
Cash and cash equivalents, beginning of year.....	39,549,924	11,149,149
Cash and cash equivalents, end of year.....	\$ 31,423,258	\$ 27,185,518

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Supplemental cash flow information:

Amortization of discount on senior subordinated notes.....	\$ 855,616	\$ 795,394
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See accompanying notes.

F-20

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 29, 2002 (UNAUDITED)

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF CONSOLIDATION

The unaudited interim condensed consolidated financial statements include the accounts of Golfsmith International, Inc. and its subsidiaries, collectively and individually referred to as "Golfsmith" or the "Company." All material intercompany accounts and transactions have been eliminated in consolidation.

The accompanying unaudited interim condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States. As information in this report relates to interim financial information, certain footnote disclosures have been condensed or omitted. In the Company's opinion, the unaudited interim condensed consolidated financial statements reflect all adjustments (consisting of only normal recurring adjustments) necessary for a fair presentation of the Company's financial position, results of operations and cash flows for the periods presented. These financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto for the year ended December 29, 2001. The results of operations for the six-month periods ended June 29, 2002 and June 30, 2001 are not necessarily indicative of results that may be expected for any other interim period or for the full fiscal year.

The balance sheet at December 29, 2001 has been derived from audited financial statements at that date but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. For further information, refer to the consolidated financial statements and footnotes thereto for the year ended December 29, 2001.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates, and such differences could be material to the financial statements.

NATURE OF OPERATIONS

Golfsmith is one of the largest, multi-channel, specialty retailers of golf equipment and related accessories in the industry and is an established designer and marketer of golf equipment. Golfsmith offers equipment from leading manufacturers, including Callaway(R), Cobra(R), Footjoy(R), Nike(R), Ping(R), Taylor Made(R) and Titleist(R). In addition, Golfsmith offers its own

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proprietary brands including Golfsmith(R), Lynx(R), Snake Eyes(R) and Killer Bee(R). The Company markets its products through 25 superstores as well as through its direct-to-consumer channel, which includes its clubmaking and accessory catalogs and its Internet site. The Company also operates a clubmaker training program and is the exclusive operator of the Harvey Penick Golf Academy, an instructional school incorporating the techniques of the renowned golf instructor, Harvey Penick.

REVENUE SUBJECT TO SEASONAL VARIATIONS

The Company's business is highly seasonal, reflecting peak sales and earnings during the Father's Day and holiday seasons. A substantial portion of the Company's total revenues and an even larger portion of the Company's operating income occur in its second fiscal quarter. The results of these interim quarters may not be representative of the results for the full fiscal year.

F-21

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

FISCAL YEAR

The Company's fiscal year ends on the Saturday closest to December 31. The year to date periods ended June 29, 2002 and June 30, 2001 both consist of 26 weeks.

STORE PRE-OPENING AND CLOSING EXPENSES

Costs associated with the opening of a new store are expensed as incurred. With respect to store closings, the Company provides for the future net lease obligation, non-recoverable investment in fixed assets and other expenses directly related to discontinuance of operations when the decision has been made to close a store.

During the six months ended June 29, 2002, the Company recognized store closure costs totaling approximately \$261,000 associated with the final costs to close one store. These costs consisted primarily of lease termination costs. At June 29, 2002, approximately \$109,000 of these costs remained accrued. During the same period the Company recognized pre-opening costs of approximately \$86,000. These costs include costs associated with hiring and training personnel, supplies and certain occupancy and miscellaneous costs related to new locations.

2. NET EARNINGS PER SHARE

Basic net earnings per share is computed by dividing net earnings available to common stockholders by the weighted average number of common shares outstanding during the period, excluding shares subject to repurchase. Diluted earnings per share is calculated by dividing net earnings by the weighted average number of common shares used in the basic earnings per share calculation plus the dilutive impact of common shares that would be issued assuming conversion of all potentially dilutive common shares outstanding.

3. PRODUCT WARRANTY

In May 2002, the Company learned that certain private label products sold over the period 2000-2002 were not manufactured according to specifications. Over this period, the Company sold approximately \$1.4 million of these items. The Company has offered customers refunds, replacement products, or, if the

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customer chose to keep the product, Company gift certificates. As a result, the Company recognized approximately \$340,000 in product-return and replacement expenses during the six months ended June 29, 2002, of which approximately \$226,000 remained accrued at the end of the period.

4. STOCK OPTION REPRICING

Due to the decline in the market value of the Company's common stock, the Board of Directors authorized the Company to reprice stock options granted to employees and officers with exercise prices in excess of the fair market value on July 11, 2000. Stock options held by optionees other than non-employees, which were granted under the incentive stock plans and which had an exercise price greater than \$4.00 per share, which was the market value of the Company's stock on July 11, 2000, were repriced to an exercise value of \$4.00 per share. No other terms were changed. Options to purchase a total of 1,716,780 shares of common stock with a weighted average exercise price of \$13.94 were repriced in fiscal year 2000.

Under Financial Accounting Standards Board Interpretation No. 44, these repriced options require variable accounting treatment until exercised or expired. The value of the Company's common stock at June 30, 2001 was estimated to be \$5.50, therefore the company recorded a deferred compensation expense of approximately \$1,583,000 for the six months ended June 30, 2001. The estimated value of the Company's common stock at June 29, 2002 was \$10.00, therefore the company adjusted their deferred compensation expense by approximately \$3,711,000. For the six month periods ended June 29, 2002 and June 30, 2001 approximately \$1,114,000 and \$200,000 was charged to compensation expense, respectively relating to these

F-22

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

repriced options. This amount is included in selling, general and administrative expenses in the consolidated statement of operations.

5. COMPREHENSIVE INCOME

The Company's comprehensive income is composed of net income and translation adjustments. The following table presents the calculation of comprehensive income:

	SIX MONTHS ENDED JUNE 30,	
	2002	2001
Net Income.....	\$6,538,364	\$6,228,317
Translation Adjustments.....	100,919	(113,942)
	-----	-----
Total Comprehensive Income.....	\$6,639,283	\$6,114,375
	=====	=====

6. SALE OF LYNX JAPAN TRADEMARK

In March 2002, the Company sold the rights to their trademarks for Lynx in Japan to a third party. The Company received proceeds of approximately \$3.3

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million, net of direct costs associated with the sale. The gain on the sale was approximately \$2.2 million. The gain is recorded in other income in the June 29, 2002 year-to-date statement of operations.

7. INDUSTRY SEGMENTS AND FOREIGN AND DOMESTIC OPERATIONS

The Company has operated in foreign and domestic regions. Information about operations is presented below.

	SIX MONTHS ENDED JUNE 30,	
Net revenues:		
North America.....	\$116,450,297	\$122,843,451
International.....	3,153,034	2,730,454
	\$119,603,331	\$125,573,905
Operating profit:		
North America.....	7,839,760	8,433,837
International.....	396,109	578,402
	\$ 8,235,869	\$ 9,012,239

8. RECENTLY ISSUED ACCOUNTING STANDARDS

In June 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard ("SFAS") No. 141, Business Combinations, effective July 1, 2001 and SFAS No. 142, Goodwill and Other Intangible Assets, effective for fiscal years beginning after December 15, 2001. Under the new rules, goodwill and intangible assets deemed to have indefinite lives will no longer be amortized but will be subject to annual impairment tests in accordance with the Statements. Other intangible assets will continue to be amortized over their useful lives. The Company has determined that their recorded trademarks and intellectual property have definite useful lives averaging 15 years. As such, the Company continues to amortize its recorded intangible assets.

In October 2001, the Financial Accounting Standards Board issued Statement of Financial Accounting Standard ("SFAS") No. 144, Impairment of Long-Lived Assets, which supercedes SFAS No. 121,

F-23

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. SFAS No. 144 retains the requirements of SFAS No. 121 to (a) recognize an impairment loss only if the carrying amount of a long-lived asset is not recoverable from its undiscounted cash flows and (b) measure an impairment loss as the difference between the carrying amount and the fair value of the asset. SFAS No. 144 removes goodwill from its scope. SFAS No. 144 is applicable to financial statements issued for fiscal years beginning after December 15, 2001. The adoption of SFAS No. 144 did not have a material impact on the Company's financial position or results of its operations.

In June 2002, the Financial Accounting Standards Board issued Statement of

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Financial Accounting Standard ("SFAS") No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No. 146 applies to costs associated with an exit activity that does not involve an entity newly acquired in a business combination or with a disposal activity covered by SFAS No. 144. The Company is required to adopt the provisions of SFAS No. 146 for exit or disposal activities, if any, initiated after December 31, 2002. Management does not believe the adoption of SFAS No. 146 will have an impact on the consolidated financial position or results of operations.

9. VALUATION AND QUALIFYING ACCOUNTS

	BALANCE AT BEGINNING OF PERIOD	AMOUNTS CHARGED TO NET INCOME (LOSS)	WRITE-OFFS AGAINST RESERVE	BALANCE AT PERIOD
INVENTORY RESERVE				
Six months ended				
June 29, 2002...	\$1,555,107	\$ 864,313	\$ (984,034)	\$1,435,386
Six months ended				
June 30, 2001...	867,510	947,721	(32,610)	1,782,621
ALLOWANCE FOR SALES RETURNS				
Six months ended				
June 29, 2002...	1,220,584	2,711,100	(2,715,740)	1,215,944
Six months ended				
June 30, 2001...	1,402,614	3,080,165	(2,907,284)	1,575,495
ALLOWANCE FOR DOUBTFUL ACCOUNTS				
Six months ended				
June 29, 2002...	1,107,321	--	(732,132)	375,189
Six months ended				
June 30, 2001...	1,564,785	398,747	(303,436)	1,660,096

10. CONSOLIDATED QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

FISCAL 2002(1)	FIRST QUARTER	SECOND QUARTER	SIX MONTHS ENDED JUNE 29, 2002
Net revenues.....	\$48,443,225	\$71,160,106	\$119,603,331
Gross profit.....	16,814,825	25,497,034	42,311,859
Income before income taxes.....	2,225,187	4,771,007	6,996,194
Net income.....	2,108,239	4,430,125	6,538,364
Basic earnings per share(2).....	\$ 0.21	\$ 0.44	\$ 0.65
Diluted earnings per share(2).....	\$ 0.20	\$ 0.41	\$ 0.61

F-24

GOLFSMITH INTERNATIONAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (CONTINUED)

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FISCAL 2001(1)	FIRST QUARTER	SECOND QUARTER	SIX MONTHS ENDED JUNE 30, 2001
Net revenues.....	\$52,529,768	\$73,044,137	\$125,573,905
Gross profit.....	17,709,677	25,808,312	43,517,989
Income before income taxes.....	761,690	5,553,671	6,315,361
Net income.....	714,180	5,514,137	6,228,317
Basic earnings per share(2).....	\$ 0.07	\$ 0.55	\$ 0.62
Diluted earnings per share(2).....	\$ 0.07	\$ 0.52	\$ 0.59

(1) Fiscal 2002 and 2001 each consist of 52-week periods.

(2) Per SFAS 128, the sum of quarterly net earnings per share amounts will not necessarily equal the annual net earnings per share as each quarter is calculated independently.

11. SUBSEQUENT EVENTS

During June and July 2002, the Company entered into two additional non-cancellable leases for long-term retail space in Glendale, Arizona (relocation) and Atlanta, Georgia. These leases commence upon final buildout of each retail space, with total minimum lease payments over the ten and seven year lease terms of \$1.8 million and \$2.0 million, respectively, plus operating expenses.

On October 15, 2002, the Company completed a merger with an unrelated entity. Pursuant to the terms of the merger, Golfsmith repaid its existing debt and repurchased the outstanding minority interest. The Company also sold Senior Secured Notes with an aggregate principal amount of \$93,750,000 for proceeds of \$75.0 million in a private placement offering.

F-25

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR ANY OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF GOLFSMITH SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

GOLFSMITH INTERNATIONAL, INC.

OFFER TO EXCHANGE

\$93,750,000

8.375% SENIOR SECURED NOTES DUE 2009

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THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933

FOR

ALL OUTSTANDING UNREGISTERED
8.375% SENIOR SECURED NOTES DUE 2009

, 2002

UNTIL , ALL DEALERS EFFECTING TRANSACTIONS IN THE OLD NOTES OR THE NEW NOTES, WHETHER OR NOT PARTICIPATING IN THE EXCHANGE OFFER, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS REQUIREMENT IS IN ADDITION TO THE DEALERS' OBLIGATION TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Golfsmith International, Inc. and Golfsmith International Holdings, Inc. Each of Golfsmith International, Inc. ("Golfsmith") and Golfsmith International Holdings, Inc. ("Holdings") are incorporated under the laws of the State of Delaware. The Certificate of Incorporation of each of Golfsmith and Holdings provides that each corporation shall indemnify its officers and directors to the fullest extent permitted by the General Corporation Law of Delaware.

Under Section 145 of the Delaware General Corporation Law, a corporation may indemnify a director, officer, employee, or agent of the corporation (or other entity if such person is serving in such capacity at the corporation's request) against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. In the case of an action brought by or in the right of a corporation, the corporation may indemnify a director, officer, employee, or agent of the corporation (or other entity if such person is serving in such capacity at the corporation's request) against expenses (including attorneys' fees) actually and reasonably incurred by him if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation unless a court determines that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation.

Consistent with Section 145 of the Delaware General Corporation Law, Article Eleventh of the Certificate of Incorporation of Golfsmith and Article Twelfth of the Amended and Restated Certificate of Incorporation of Holdings provide that each corporation will indemnify its directors, officers, employees and agents of the corporation against all expenses, liabilities and losses

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(including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection with any action, suit or proceeding and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent.

In accordance with Section 102(b)(7) of the Delaware General Corporation Law, Article Eleventh of the Certificate of Incorporation of Golfsmith and Article Twelfth of the Amended and Restated Certificate of Incorporation of Holdings provide that directors shall not be personally liable for monetary damages for breaches of their fiduciary duty as directors except for liability (i) for any breach of their duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violations of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for transactions from which a director derives an improper personal benefit.

Under Article Eleventh of the Certificate of Incorporation of Golfsmith and Article Twelfth of the Amended and Restated Certificate of Incorporation of Holdings, each of Golfsmith and Holdings may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the corporation or any other corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law. Golfsmith carries standard directors and officers liability coverage for its directors and officers and the directors and officers of its subsidiaries. Subject to certain limitations and exclusions, the policies reimburse the corporation for liabilities indemnified

II-1

under the Certificate of Incorporation and indemnify directors and officers against additional liabilities not indemnified under the Certificate of Incorporation.

Golfsmith entered into indemnification agreements with those individuals who were directors prior to the merger of BGA Acquisition Corp. with and into Golfsmith which was completed on October 15, 2002. These agreements provide for the indemnification, to the full extent permitted by law, of expenses, judgments, fines, penalties, and amounts paid in settlement incurred by the director in connection with any threatened, pending or completed action, suit or proceeding on account of service as a director, officer, employee or agent of Golfsmith. Golfsmith has not entered into any indemnification agreements with its current directors or officers. Holdings has not entered into indemnification agreements with its officers or directors.

Reference is made to the indemnity agreements contained in the Registration Rights Agreement listed as Exhibit 4.3 to the Registration Statement.

Golfsmith GP Holdings, Inc. Golfsmith GP Holdings, Inc. ("GP Holdings") is incorporated under the laws of the State of Delaware. Consistent with Section 145 of the Delaware General Corporation Law, Article VII, Section 7.1 of the Bylaws of GP Holdings provides that the corporation will indemnify the directors, advisory directors, officers, employees or agents of the corporation, or of any entity a majority of the voting stock of which is owned by the corporation, or any person who is or was serving at the request of the corporation as a director, advisory director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit, or proceeding if

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such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. With respect to a criminal action or proceeding, such person must also have had no reasonable cause to believe his conduct was unlawful.

In accordance with Section 102(b)(7) of the Delaware General Corporation Law, Article Ten of the Certificate of Incorporation of GP Holdings provides that a director of GP Holding shall not be liable to the corporation or the stockholders for monetary damages for any breach of his fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or the stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

Under Article VII, Section 7.4 of the Bylaws of GP Holdings, GP Holdings may purchase and maintain insurance, in such amounts and against such risks as the board of directors deems appropriate, on behalf of any person who is or was a director, advisory director, officer, employee or agent of the corporation, or of any entity a majority of the voting stock of which is owned by the corporation, or who is or was serving at the request of the corporation as a director, advisory director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power or would be required to indemnify him against such liability.

Golfsmith Holdings, L.P. and Golfsmith International, L.P. Golfsmith Holdings, L.P. and Golfsmith International, L.P are limited partnerships organized under the laws of the State of Delaware. Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that, subject to such standards and restrictions, if any, as are set forth in its partnership agreement, a limited partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

Article 4, Section 4.7 of the Amended and Restated Limited Partnership Agreement of Golfsmith Holdings, L.P. provides that to the fullest extent allowed by the Delaware Revised Uniform Limited Partnership Act, Golfsmith Holdings, L.P. shall indemnify its general partner and its officers, directors, shareholders, employees and agents from any expenses, liabilities, claims, causes of action, losses or damages incurred by reason of any act or omission performed or omitted by or on behalf of the general partner in good faith on behalf of the partnership or the limited partners and in a manner reasonably believed by the general

II-2

partner or its officers, directors, shareholders, employees or agents to be within the scope of authority granted to it, or if the general partner or its officers, directors, shareholders, employees or agents reasonably believed the act or omission was not opposed to the partnership's best interests and was not unlawful, regardless of whether such act or omission constituted the sole, partial or concurrent negligence of the general partner or its officers, directors, shareholders, employees or agents. In addition, under Article 7, Section 7.14 of the Amended and Restated Limited Partnership Agreement of Golfsmith Holdings, L.P., the partnership shall indemnify the officers to the extent and in the manner described above.

Article II, Section 2.8 of the Limited Partnership Agreement of Golfsmith

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International, L.P. provides that to the full extent permitted by applicable law, and except for loss or damages incurred by a partner by reason of its gross negligence, willful misconduct or bad faith, the partnership will indemnify a partner from, and reimburse a partner for, all judgments, penalties, including excise and similar taxes, fines, settlements and reasonable expenses, including attorneys' fees, if such partner was, is or is threatened to be a named defendant or respondent in a proceeding because the partner is or was a general partner.

Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C., Golfsmith NU, L.L.C. and Golfsmith Licensing, L.L.C. Each of Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C., Golfsmith NU, L.L.C. and Golfsmith Licensing, L.L.C. is a limited liability company organized under the laws of the State of Delaware. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Consistent with Section 18-108 of the Delaware Limited Liability Company Act, Article 4, Section 4.7 of the Company Agreement of each of Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C., Golfsmith NU, L.L.C. and Golfsmith Licensing, L.L.C. provides that to the fullest extent allowed by the Delaware Limited Liability Company Act and other applicable law, each company will indemnify the managers from any expenses, liabilities, claims, causes of action, losses or damages incurred by reason of any act or omission performed or omitted by the managers in good faith on behalf of the company or the members and in a manner reasonably believed by such managers to be within the scope of the authority granted to it by each Company Agreement, regardless of whether such act or omission constituted the sole, partial or concurrent negligence of such manager.

II-3

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

EXHIBIT NUMBER -----	DESCRIPTION OF EXHIBIT -----
2.1*.. --	Agreement and Plan of Merger, dated as of September 23, 2002, among Golfsmith International, Inc., Golfsmith International Holdings, Inc. and BGA Acquisition Corporation.
3.1*.. --	Certificate of Incorporation of Golfsmith International, Inc.
3.2*.. --	Bylaws of Golfsmith International, Inc.
3.3*.. --	Amended and Restated Certificate of Incorporation of Golfsmith International Holdings, Inc.
3.4*.. --	Bylaws of Golfsmith International Holdings, Inc.
3.5*.. --	Certificate of Incorporation of Golfsmith GP Holdings, Inc.
3.6*.. --	Bylaws of Golfsmith GP Holdings, Inc.
3.7*.. --	Certificate of Limited Partnership of Golfsmith Holdings, L.P.
3.8*.. --	Amended and Restated Limited Partnership Agreement of

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- Golfsmith Holdings, L.P.
- 3.9*.. -- Certificate of Formation of Golfsmith GP, L.L.C.
- 3.10*... -- Company Agreement of Golfsmith GP, L.L.C.
- 3.11*... -- Certificate of Formation of Golfsmith Delaware, L.L.C.
- 3.12*... -- Company Agreement of Golfsmith Delaware, L.L.C.
- 3.13*... -- Certificate of Formation of Golfsmith Canada, L.L.C.
- 3.14*... -- Company Agreement of Golfsmith Canada, L.L.C.
- 3.15*... -- Certificate of Formation of Golfsmith Europe, L.L.C.
- 3.16*... -- Company Agreement of Golfsmith Europe, L.L.C.
- 3.17*... -- Certificate of Formation of Golfsmith USA, L.L.C.
- 3.18*... -- Company Agreement of Golfsmith USA, L.L.C.
- 3.19*... -- Certificate of Formation of Golfsmith NU, L.L.C.
- 3.20*... -- Company Agreement of Golfsmith NU, L.L.C.
- 3.21*... -- Certificate of Formation of Golfsmith Licensing, L.L.C.
- 3.22*... -- Company Agreement of Golfsmith Licensing, L.L.C.
- 3.23*... -- Certificate of Limited Partnership of Golfsmith International, L.P.
- 3.24*... -- Limited Partnership Agreement of Golfsmith International, L.P.
- 4.1*.. -- Indenture, dated as of October 15, 2002, among Golfsmith International, Inc., the guarantors named and defined therein and U.S. Bank Trust National Association, as trustee.
- 4.2*.. -- Form of new 8.375% note due 2009.
- 4.3*.. -- Registration Rights Agreement, dated as of October 15, 2002, among Golfsmith International, Inc., the guarantors named and defined therein and Jefferies & Company, Inc., as the initial purchaser.
- 4.4*.. -- Security Agreement, dated as of October 15, 2002, among Golfsmith International, Inc. and the other grantors named and defined therein and General Electric Capital Corporation, as agent for the lenders.
- 4.5*.. -- Trademark Security Agreement, dated as of October 15, 2002, among Golfsmith International, Inc. and the other grantors named and defined therein and General Electric Capital Corporation, as agent for itself and the lenders.
- 4.6*.. -- Pledge Agreement, dated as of October 15, 2002, among Golfsmith International, Inc. and the other pledgors named and defined therein and General Electric Capital Corporation, as secured party.
- 4.7*.. -- Intercompany Subordination Agreement, dated as of October 15, 2002, among Golfsmith International, Inc., Golfsmith International Holdings, Inc., Golfsmith GP Holdings, Inc., Golfsmith Holdings, L.P., Golfsmith International, L.P., Golfsmith GP, L.L.C., Golfsmith Delaware, L.L.C., Golfsmith Canada, L.L.C., Golfsmith Europe, L.L.C., Golfsmith USA, L.L.C., Golfsmith NU, L.L.C. and Golfsmith Licensing L.L.C., and General Electric Capital Corporation, as agent for the lenders.

II-4

EXHIBIT NUMBER -----	DESCRIPTION OF EXHIBIT -----
4.8*.. --	Intercreditor Agreement, dated as of October 15, 2002, among General Electric Capital Corporation, as senior agent, U.S.

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- Bank Trust National Association, as trustee and collateral agent, and Golfsmith International, Inc. and the other credit parties named therein.
- 4.9*.. -- Subsidiary Securities Control Agreement, dated as of October 15, 2002, among Golfsmith Holdings, L.P., as the issuer, Golfsmith International, Inc., as the pledgor, General Electric Capital Corporation, as the senior pledgee and U.S. Bank Trust National Association, as collateral agent and the junior pledgee.
- 4.10*... -- Subsidiary Securities Control Agreement, dated as of October 15, 2002, among Golfsmith International, L.P., as the issuer, Golfsmith Delaware, L.L.C., as the pledgor, General Electric Capital Corporation, as the senior pledgee and U.S. Bank Trust National Association, as collateral agent and the junior pledgee.
- 4.11*... -- Subsidiary Securities Control Agreement, dated as of October 15, 2002, among Golfsmith GP, L.L.C. and the other issuers named therein, Golfsmith Holdings, L.P., as the pledgor, General Electric Capital Corporation, as the senior pledgee and U.S. Bank Trust National Association, as collateral agent and the junior pledgee.
- 5.1*.. -- Opinion of King & Spalding.
- 9.1*.. -- Stockholders Agreement, dated as of October 15, 2002, among Golfsmith International Holdings, Inc., Atlantic Equity Partners III, L.P. and the other stockholders party thereto.
- 10.1*.. -- Redemption Agreement, dated as of September 23, 2002, among DLJ Investment Partners, L.P., DLJ Investment Fundings, Inc., DLJ ESC II L.P., Golfsmith International, Inc., Golfsmith Holdings, L.P., Golfsmith GP Holdings, Inc., Golfsmith International Holdings, Inc. and BGA Acquisition Corporation.
- 10.2*.. -- Escrow Agreement, dated as of October 15, 2002, among Golfsmith International Holdings, Inc., Carl F. Paul and Franklin C. Paul, as stockholder representatives, and JPMorgan Chase Bank, as escrow agent.
- 10.3*.. -- Indemnification Agreement, dated as of October 15, 2002, among Golfsmith International Holdings, Inc., and Carl F. Paul and Franklin C. Paul, as stockholder representatives.
- 10.4*.. -- Management Consulting Agreement, dated as of October 15, 2002, among Golfsmith International Holdings, Inc., Golfsmith International, Inc. and First Atlantic Capital, Ltd.
- 10.5*.. -- Credit Agreement, dated as of October 15, 2002, among Golfsmith International, L.P., Golfsmith NU, L.L.C., and Golfsmith USA, L.L.C., as borrowers, Golfsmith International, Inc. and the other credit parties named therein and General Electric Capital Corporation, as a lender, as the initial L/C issuer and as agent.
- 10.6*.. -- Guaranty, dated as of October 15, 2002, among Golfsmith International, Inc. and the other guarantors named and defined therein and General Electric Capital Corporation, as agent for itself and the lenders.
- 10.7*.. -- Indemnification Agreement, dated as of October 15, 2002, by Golfsmith International, Inc. in favor of Carl Paul, Franklin Paul, Barbara Paul, Kelly Redding and John Moriarty.
- 10.8*.. -- Employment Agreement, dated as of October 15, 2002, between Golfsmith International, Inc. and Carl F. Paul.
- 10.9*.. -- Employment Agreement, dated as of October 15, 2002, between Golfsmith International, Inc. and Franklin C. Paul.
- 10.10*... -- Employment Agreement, dated as of October 15, 2002, between Golfsmith International, Inc. and James D. Thompson.

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- 10.11*... -- Golfsmith International Holdings, Inc. 2002 Incentive Stock Plan.
- 10.12*... -- Golfsmith International, Inc. Severance Benefit Plan.
- 10.13*... -- Golfsmith International 2002 Incentive Plan.

II-5

EXHIBIT
NUMBER

DESCRIPTION OF EXHIBIT

- | EXHIBIT
NUMBER | DESCRIPTION OF EXHIBIT |
|-------------------|---|
| 12.1*.. | -- Computation of Ratio of Earnings to Fixed Charges. |
| 15.1*.. | -- Letter regarding Unaudited Interim Financial Information. |
| 21.1+.. | -- Subsidiaries of the Registrant. |
| 23.1*.. | -- Consent of King & Spalding (included as part of Exhibit 5.1). |
| 23.2+.. | -- Consent of Ernst & Young LLP. |
| 24.1*.. | -- Power of Attorney (included in signature pages). |
| 25.1*.. | -- Statement of Eligibility of Trustee on Form T-1. |
| 99.1*.. | -- Form of Letter of Transmittal for old 8.375% notes due 2009. |
| 99.2*.. | -- Form of Notice of Guaranteed Delivery for old 8.375% notes due 2009. |
| 99.3*.. | -- Form of Instructions to Registered Holders and/or DTC Participant from Beneficial Owner. |
| 99.4*.. | -- Form of Letter to Registered Holders. |
| 99.5*.. | -- Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9. |

+ Filed herewith.

* To be filed be amendment.

ITEM 22. UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrants hereby undertake to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents

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filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrants hereby undertake to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

II-6

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH INTERNATIONAL, INC.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

Table with 3 columns: SIGNATURE, TITLE, DATE. Rows include James D. Thompson (Chief Executive Officer, President and Director) and Virginia Bunte (Treasurer).

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/s/ CHARLES SHAW ----- Charles Shaw	Chairman of the Board	November 8
/s/ JAMES GROVER ----- James Grover	Director	November 8
/s/ NOEL WILENS ----- Noel Wilens	Director	November 8
/s/ ROBERTO BUARON ----- Roberto Buaron	Director	November 8

II-7

SIGNATURE -----	TITLE -----	DATE -----
----- Thomas G. Hardy	Director	
/s/ JAMES LONG ----- James Long	Director	November 8
/s/ CARL F. PAUL ----- Carl F. Paul	Director	November 8

II-8

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH INTERNATIONAL HOLDINGS, INC.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE -----
<p style="text-align: center;">/s/ JAMES D. THOMPSON ----- James D. Thompson</p>	<p style="text-align: center;">Chief Executive Officer, President and Director (Principal Executive Officer)</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ VIRGINIA BUNTE ----- Virginia Bunte</p>	<p style="text-align: center;">Treasurer (Principal Financial and Accounting Officer)</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ CHARLES SHAW ----- Charles Shaw</p>	<p style="text-align: center;">Chairman of the Board</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ JAMES GROVER ----- James Grover</p>	<p style="text-align: center;">Director</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ NOEL WILENS ----- Noel Wilens</p>	<p style="text-align: center;">Director</p>	<p style="text-align: center;">November 8</p>

II-9

SIGNATURE -----	TITLE -----	DATE -----
<p style="text-align: center;">/s/ ROBERTO BUARON</p>	<p style="text-align: center;">Director</p>	<p style="text-align: center;">November 8</p>

Roberto Buaron

II-10

SIGNATURE

TITLE

DATE

Director

Thomas G. Hardy

/s/ JAMES LONG

Director

November 8

James Long

/s/ CARL F. PAUL

Director

November 8

Carl F. Paul

II-11

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH HOLDINGS, L.P.

By: Golfsmith GP Holdings, Inc., its
General Partner

By: /s/ NOEL WILENS

Name: Noel Wilens

Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary

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to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE -----
<p style="text-align: center;">/s/ JAMES D. THOMPSON ----- James D. Thompson</p>	<p style="text-align: center;">President (Principal Executive Officer) of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ VIRGINIA BUNTE ----- Virginia Bunte</p>	<p style="text-align: center;">Treasurer (Principal Financial and Accounting Officer) of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ JAMES GROVER ----- James Grover</p>	<p style="text-align: center;">Director of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ NOEL WILENS ----- Noel Wilens</p>	<p style="text-align: center;">Director of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>

II-12

SIGNATURE -----	TITLE -----	DATE -----
<p style="text-align: center;">/s/ JAMES LONG ----- James Long</p>	<p style="text-align: center;">Director of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>
<p style="text-align: center;">/s/ CARL F. PAUL ----- Carl F. Paul</p>	<p style="text-align: center;">Director of Golfsmith GP Holdings, Inc.</p>	<p style="text-align: center;">November 8</p>

II-13

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New

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York, on November 8, 2002.

GOLFSMITH GP HOLDINGS, INC.

By: /s/ NOEL WILENS

Name: Noel Wilens

Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE -----
/s/ JAMES D. THOMPSON ----- James D. Thompson	Chief Executive Officer and President (Principal Executive Officer)	November 8
/s/ VIRGINIA BUNTE ----- Virginia Bunte	Treasurer (Principal Financial and Accounting Officer)	November 8
/s/ JAMES GROVER ----- James Grover	Director	November 8
/s/ NOEL WILENS ----- Noel Wilens	Director	November 8
/s/ JAMES LONG ----- James Long	Director	November 8
/s/ CARL F. PAUL ----- Carl F. Paul	Director	November 8

 Carl F. Paul

II-14

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH GP, L.L.C.

By: /s/ NOEL WILENS

 Name: Noel Wilens
 Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE -----
/s/ JAMES D. THOMPSON ----- James D. Thompson	President (Principal Executive Officer)	November 8
/s/ VIRGINIA BUNTE ----- Virginia Bunte	Treasurer (Principal Financial and Accounting Officer)	November 8

II-15

SIGNATURES

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Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH DELAWARE, L.L.C.

By: /s/ NOEL WILENS

 Name: Noel Wilens
 Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ---
<p style="text-align: center;">/s/ JAMES D. THOMPSON ----- James D. Thompson</p>	<p style="text-align: center;">President (Principal Executive Officer)</p>	<p style="text-align: center;">November</p>
<p style="text-align: center;">/s/ VIRGINIA BUNTE ----- Virginia Bunte</p>	<p style="text-align: center;">Treasurer (Principal Financial and Accounting Officer)</p>	<p style="text-align: center;">November</p>

II-16

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH CANADA, L.L.C.

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By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE -----
/s/ JAMES D. THOMPSON ----- James D. Thompson	President (Principal Executive Officer)	November 8, 2002
/s/ VIRGINIA BUNTE ----- Virginia Bunte	Treasurer (Principal Financial and Accounting Officer)	November 8, 2002

II-17

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH EUROPE, L.L.C.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
<p style="text-align: center;">/s/ JAMES D. THOMPSON ----- James D. Thompson</p>	<p style="text-align: center;">President (Principal Executive Officer)</p>	<p style="text-align: center;">November 8, 2002</p>
<p style="text-align: center;">/s/ VIRGINIA BUNTE ----- Virginia Bunte</p>	<p style="text-align: center;">Treasurer (Principal Financial and Accounting Officer)</p>	<p style="text-align: center;">November 8, 2002</p>

II-18

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH USA, L.L.C.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration

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Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
/s/ JAMES D. THOMPSON ----- James D. Thompson	President (Principal Executive Officer)	November 8, 2002
/s/ VIRGINIA BUNTE ----- Virginia Bunte	Treasurer (Principal Financial and Accounting Officer)	November 8, 2002

II-19

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH NU, L.L.C.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her,

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substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
/s/ JAMES D. THOMPSON ----- James D. Thompson	President (Principal Executive Officer)	November 8, 2002
/s/ VIRGINIA BUNTE ----- Virginia Bunte	Treasurer (Principal Financial and Accounting Officer)	November 8, 2002

II-20

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH LICENSING, L.L.C.

By: /s/ NOEL WILENS

Name: Noel Wilens
Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

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SIGNATURE -----	TITLE -----	DATE ----
<p style="text-align: center;">/s/ JAMES D. THOMPSON ----- James D. Thompson</p>	<p style="text-align: center;">President (Principal Executive Officer)</p>	<p style="text-align: center;">November 8, 2002</p>
<p style="text-align: center;">/s/ VIRGINIA BUNTE ----- Virginia Bunte</p>	<p style="text-align: center;">Treasurer (Principal Financial and Accounting Officer)</p>	<p style="text-align: center;">November 8, 2002</p>

II-21

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on November 8, 2002.

GOLFSMITH INTERNATIONAL, L.P.

By: Golfsmith GP, L.L.C.

By: /s/ NOEL WILENS

Name: Noel Wilens

Title: Vice President

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Noel Wilens and James Grover, or any one of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or any of them, their, or his or her, substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE -----	TITLE -----	DATE ----
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/s/ JAMES D. THOMPSON

President of Golfsmith GP,
L.L.C. (Principal Executive
Officer)

November 8, 2002

James D. Thompson

/s/ VIRGINIA BUNTE

Treasurer
of Golfsmith GP, L.L.C.
(Principal Financial and
Accounting Officer)

November 8, 2002

Virginia Bunte

II-22