AMENDMENT NO. 4
TO REVOLVING CREDIT
AND GUARANTY AGREEMENT

AMENDMENT NO. 4, dated as of March 2, 2001 (the "Amendment"), to the **REVOLVING CREDIT AND GUARANTY AGREEMENT**, dated as of June 2, 2000, among **FAMILY GOLF CENTERS, INC.**, a Delaware corporation (the "Borrower"), a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, the Subsidiaries of the Borrower named therein as Guarantors (the "Guarantors"), **THE CHASE MANHATTAN BANK**, a New York banking corporation ("Chase"), each of the other financial institutions party thereto (together with Chase, the "Banks") and **THE CHASE MANHATTAN BANK**, as Agent for the Banks (in such capacity, the "Agent"):

W I T N E S S E T H:

WHEREAS, the Borrower, the Guarantors, the Banks and the Agent are parties to that certain Revolving Credit and Guaranty Agreement, dated as of June 2, 2000 (as the same has been and may be further amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, the Borrower and the Guarantors have requested that from and after the Effective Date (as hereinafter defined) of this Amendment, the Credit Agreement be amended subject to and upon the terms and conditions set forth herein;

NOW, THEREFORE, it is agreed:

1. Except as otherwise defined in this Amendment, all terms that are defined in the Credit Agreement shall have the same meanings herein.

2. Subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, the Credit Agreement is hereby amended as of the Effective Date as follows:

(A) Section 1 of the Credit Agreement is hereby amended by amending and restating the following definition in its entirety to read as follows:

"'Standby Loan Commitment Termination Date' shall mean March 9, 2001.

(B) Schedule 6.09 of the Credit Agreement is hereby replaced in its entirety by Schedule A hereto.

3. The Borrower and each Guarantor represents and warrants that:

(A) after giving effect to this Amendment, the representations and warranties contained in the Credit Agreement are true and correct in all material respects on and as of the date hereof as if such representations and warranties had been made on and as of the date hereof (except to the extent that any such representations and warranties specifically relate to an earlier date); and

(B) after giving effect to this Amendment, no Event of Default or Default will have occurred and be continuing on and as of the date hereof.

4. The effectiveness of this Amendment is subject to the satisfaction in full of each of the conditions precedent set forth in this Section (the date on which all such conditions have been satisfied being herein called the "Effective Date"):

(A) the Agent shall have received counterparts of this Amendment which, when taken together, bear the signatures of the Borrower, each Guarantor, the Agent and each of the Banks;

(B) the Agent and one other Bank shall have received and approved the revised Budget for the period commencing on December 30, 2000 and ending on March 9, 2001;

(C) the Agent shall have received evidence of the entry of an order by the Bankruptcy Court approving this Amendment in the form attached hereto as Exhibit A; and

(D) all legal matters incident to this Amendment shall be satisfactory to Morgan, Lewis & Bockius LLP, counsel to the Agent.

5. The Borrower and each Guarantor agrees that its obligations set forth in Section 10.05 of the Credit Agreement shall extend to the preparation, execution and delivery of this Amendment.

6. This Amendment shall be limited precisely as written and shall not be deemed (a) to be a consent granted pursuant to, or a waiver or modification of, any other term or condition of the Credit Agreement or any of the instruments or agreements referred to therein, or (b) to prejudice any right or rights which the Agent or the Banks may now have or have in the future under or in connection with the Credit Agreement or any of the instruments or agreements referred to therein. Whenever the Credit Agreement is referred to in the Credit Agreement or any of the instruments, agreements or other documents or papers executed or delivered in connection therewith, such reference shall be deemed to mean the Credit Agreement as modified by this Amendment.

7. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall

be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

8. This Amendment shall in all respects be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed wholly within such State.

9. This Amendment shall constitute a Loan Document.

[Signature Pages Follow]

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

BORROWER:

FAMILY GOLF CENTERS, INC.

By: _____
Name:
Title:

GUARANTORS:

TPT EL SEGUNDO, INC.
GLOBAL GOLF/GAVILAN
INDIAN RIVER FAMILY GOLF CENTERS, INC.
TUCSON FAMILY GOLF CENTERS, INC.
CINCINNATI FAMILY GOLF CENTERS, INC.
ST. LOUIS FAMILY GOLF CENTERS, INC.
WEST PALM BEACH FAMILY GOLF CENTERS, INC.
SAN JOSE FAMILY GOLF CENTERS, INC.
EASTON FAMILY GOLF CENTERS, INC.
RANDALL'S ISLAND FAMILY GOLF CENTERS, INC.
PRIVATIZATION PLUS, INC.
WESTMINSTER FAMILY GOLF CENTERS, INC.
CAROLINA SPRINGS FAMILY GOLF CENTERS, INC.
ORIENT ASSOCIATES INTERNATIONAL, INC.
SKYDRIVE ALLEY POND COMPANY, INC.
SKYDRIVE GREENBURGH CO., INC.
SKYCON CONSTRUCTION CO., INC.
SKYDRIVE WILLOWBROOK, NJ, INC.
SKYDRIVE CO., INC.
PELHAM FAMILY GOLF CENTERS, INC.
RICHMOND FAMILY GOLF CENTERS, INC.
PEACHTREE FAMILY GOLF CENTERS, INC.
ALPHARETTA FAMILY GOLF CENTERS, INC.
VALLEY VIEW FAMILY GOLF CENTERS, INC.
MESA FAMILY GOLF CENTERS, INC.
VIRGINIA BEACH FAMILY GOLF CENTERS, INC.
DENVER FAMILY GOLF CENTERS, INC.
FLANDERS FAMILY GOLF CENTERS, INC.
MARGATE FAMILY GOLF CENTERS, INC.

BROOKLYN FAMILY GOLF CENTERS, INC.
LAKE GROVE FAMILY GOLF CENTERS, INC.
GOLDEN SPIKES, INC.
WHITEHALL FAMILY GOLF CENTERS, INC.
SPORTS PLUS PROPERTIES, INC.
SPORTS PLUS PROPERTIES, LLC
GENPROP, LLC
ICEWORKS OF AMERICA, INC.
COMMACK FAMILY GOLF CENTERS, INC.
GREENVILLE FAMILY GOLF CENTERS, INC.
CHICAGO FAMILY GOLF CENTERS, INC.
FLEMINGTON FAMILY GOLF CENTERS, INC.
YORKTOWN FAMILY GOLF CENTERS, INC.
THE PRACTICE TEE, INC.
THE SEVEN IRON, INC.
C.B. FAMILY GOLF CENTERS, INC.
DARLINGTON FAMILY GOLF CENTERS, INC.
MAINEVILLE FAMILY GOLF CENTERS, INC.
MILWAUKEE FAMILY GOLF CENTERS, INC.
OLNEY FAMILY GOLF CENTERS, INC.
PALM DESERT FAMILY GOLF CENTERS, INC.
BROWARD FAMILY GOLF CENTERS, INC.
ENGLEWOOD FAMILY GOLF CENTERS, INC.
RALEIGH FAMILY GOLF CENTERS, INC.
TEMPE FAMILY GOLF CENTERS, INC.
FEDERAL WAY FAMILY GOLF CENTERS, INC.
COUNTY LINE FAMILY GOLF CENTERS, INC.
FAIRFIELD FAMILY GOLF CENTERS, INC.
CONFIDENCE GOLF, INC.
KANSAS FAMILY GOLF CENTERS, INC.
ELK GROVE FAMILY GOLF CENTERS, INC.
SPORTS PLUS CINCINNATI, INC.
WICHITA FAMILY GOLF CENTERS, INC.
BLUE EAGLE OF FLORIDA, INC.
SPORTS PLUS RALEIGH, INC.
SPORTS PLUS WOODBRIDGE, INC.
METROGOLF INCORPORATED
METROGOLF VIRGINIA, INC.
METROGOLF NEW YORK, INC.
FAMILY GOLF ACQUISITION, INC.
BRONX FAMILY GOLF CENTERS, INC.
MILPITAS FAMILY GOLF CENTERS, INC.
SAN BRUNO FAMILY GOLF CENTERS, INC.

INTERBAY FAMILY GOLF CENTERS, INC.
CARVER FAMILY GOLF CENTERS, INC.
PALM FAMILY GOLF CENTERS, INC.
CERRITOS FAMILY GOLF CENTERS, INC.
PHILADELPHIA FAMILY GOLF CENTERS, INC.,
***as successor by merger to* PINLEY ENTERPRISES LTD.**
ENCINO/BALBOA FAMILY GOLF CENTERS, INC.
HOLBROOK FAMILY GOLF CENTERS, INC.
SHELTON FAMILY GOLF CENTERS, INC.
SPORTS PLUS NEW ROCHELLE, INC.
METROGOLF SAN DIEGO INC.
METROGOLF ILLINOIS CENTER, INC.
METROGOLF MANAGEMENT, INC.
FAMILY GOLF VENDING, INC.
OVERLAND FAMILY GOLF CENTERS, INC.
PARDOC VENDING CORP.
EAGLE QUEST GOLF CENTERS (TEXAS II) INC.
EAGLE QUEST GOLF CENTERS (CALIFORNIA) INC.
EAGLE QUEST GOLF CENTERS (H.P.) INC.
EAGLE QUEST GOLF CENTERS (WASHINGTON) INC.
GOLF PARK, INC.
GOOSE CREEK GOLF PARTNERS LIMITED PARTNERSHIP
VINTAGE NEW YORK GOLF, LLC
SACRAMENTO FAMILY GOLF CENTERS, INC.
PORTLAND FAMILY GOLF CENTERS, INC.
CARLSBAD FAMILY GOLF CENTERS, INC.
EVERGREEN FAMILY GOLF CENTERS, INC.
OVERLAND PARK, LLC
EAGLE QUEST GOLF CENTERS (TEXAS) INC.
PRECISION COURSES, INC.
IMG PROPERTIES, INC.
EAGLE QUEST GOLF CENTERS ENTERTAINMENT, INC.
EAGLE QUEST GOLF CENTERS (U.S.) INC.
SOLANO GOLF CENTER, LP
ILLINOIS CENTER GOLF PARTNERS, L.P.
GBGC FAMILY GOLF CENTERS, INC.
VOORHEES FAMILY GOLF CENTERS, INC.
EL CAJON FAMILY GOLF CENTERS, INC.
BLUE EAGLE OF KANSAS, INC.
BLUE EAGLE (OP) INC.

SKATENATION, INC.
RECREATIONAL MANAGEMENT CORPORATION
SKATENATION OF RICHMOND WEST, LLC
SKATENATION OF PRINCE WILLIAM, LLC
SKATENATION OF PINEY ORCHARD, LLC
82ND AVENUE GOLF RANGE, INC.
EVERGREEN GOLF COURSE, LLC
EAGLE QUEST GOLF CENTERS (WASHINGTON II), INC.
KANSAS CITY FAMILY GOLF CENTERS, INC.
BLUE EAGLE OF FLORIDA, INC.
PINNACLE ENTERTAINMENT, INC.
RECREATIONAL MANAGEMENT SERVICES CORPORATION
RECREATIONAL MANAGEMENT SERVICES CORPORATION OF NEW JERSEY, INC.
SKATENATION OF RICHMOND SOUTH, LLC
SKATENATION OF RESTON, LLC
INTERNATIONAL SKATING CENTER OF CONNECTICUT, LLC
RMSC OF CALIFORNIA, INC.
LODI FAMILY GOLF CENTERS, INC.

By: _____
Name:
Title:

AGENT:

THE CHASE MANHATTAN BANK,
Individually and as Agent

By: _____
Name:
Title:

CIBC INC.

By: _____
Name:
Title:

THE DIME SAVINGS BANK OF NEW YORK FSB

By: _____
Name:
Title:

SCHEDULE A
To Amendment No. 4 to
Revolving Credit and
Guaranty Agreement

SCHEDULE 6.09

Budget

EXHIBIT A
To Amendment No. 4 to
Revolving Credit and
Guaranty Agreement

Interim Order