

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

0019591312
[1 7 4]

2058427

Name of company

* Waterford Wedgwood U.K. PLC (the "Company")

Date of creation of the charge

✓ 20 December 2005

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

T Securities Pledge Agreement made between (1) the Company and (2) Bank of America, N.A. (the "Security Trustee")

Amount secured by the mortgage or charge

T 10 All debts, liabilities and obligations present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Company to the Security Trustee and the other Creditors, in any currency, and whether incurred by the Company alone or with others, together with all interest accrued thereon, arising out of, in connection with or pursuant to the Facility Agreement, the HY Bond Indenture, the Intercreditor Deed or any other Credit Document to which the Company is a party from time to time (collectively, and together with the expenses, costs and charges set out in section 1.3(b) of the Securities Pledge Agreement, the "Obligations").

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

T Bank of America, N.A., Business Capital, 335 Madison Avenue, New York, New York 10017, United States of America.

Postcode

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

WINSTON & STRAWN LONDON
Bucklersbury House
3 Queen Victoria Street
London EC4N 8NH

RNJ

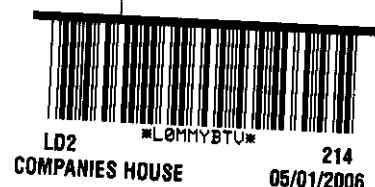
Time critical reference

82000.145/WW UK pledge

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The securities described in Schedule 1.2(a) of the Securities Pledge Agreement (being 363 Class B Shares in Certificate Number B-6 of Waterford Wedgwood Canada Inc. (the "Securities")) and any cash dividends, options, warrants, securities, instruments or other monies, intangibles, proceeds or other property at the date of the Securities Pledge Agreement or thereafter received or declared in respect of the Securities and all other rights and claims of the Company in respect of the Securities. The Securities include any substitutions, additions or proceeds arising out of any consolidation, sub-division, reclassification, stock dividend or similar increase or decrease in, or alteration to, the capital of Waterford Wedgwood Canada Inc., (the "Issuer").

Please see Schedule 1 to this form 395 for definitions used

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Winston & Strawn LLP Date 5 January 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

DEFINITIONS OF TERMS USED IN
FORM 395 AS USED IN THE
SECURITIES PLEDGE AGREEMENT

Creditors: means the creditors defined as the Creditors under the Intercreditor Deed;

Credit Documents: means the credit documents defined as the Credit Documents in the Intercreditor Deed;

HY Bond Indenture: means the indenture dated 1 December 2003 entered into between the Company, certain of its affiliates, the HY Bonds Trustee and Kredietbank S.A, Luxembourgise, as Luxembourg Paying Agent;

HY Bonds Trustee: means The Bank of New York, London as bonds trustee;

Intercreditor Deed: means the intercreditor and security trust agreement dated on or about 20 December 2005 entered into among, inter alia, the Company, certain of its affiliates, the HY Bonds Trustee and the Security Trustee.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02058427

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITIES PLEDGE AGREEMENT DATED THE 20th DECEMBER 2005 AND CREATED BY WATERFORD WEDGWOOD U.K. PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF AMERICA, N.A. AND THE OTHER CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2006.

P.
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES