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COMPANIES FORM No. 395

Particulars of a mortgage or charge

169563/40

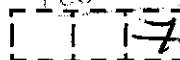
395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



02058427

Name of company

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

Date of creation of the charge

26th November, 2003

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

A security agreement dated 26th November, 2003 between the Debtor and Barclays Bank PLC (the "Secured Party") (the "Security Agreement")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent or whether owed jointly or severally or in any other capacity whatsoever) of the Obligors (or any of them) to the Creditors (or any of them) under the Credit Documents together with all costs, charges and expenses incurred by any Creditor in connection with the protection, preservation or enforcement of its respective rights under the Security Agreement, and any of the foregoing that arises after the filing of a petition by or against any Obligor under the U.S. Bankruptcy Code of 1978, even if the obligations do not accrue because of the automatic stay under section 362 of the U.S. Bankruptcy Code of 1978 or otherwise (the "Secured Liabilities").

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

Barclays Bank PLC, Global Loans - Agency Division, 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Allen & Overy
40 Bank Street
London E14 5NR

11398-01539 BK:1172466.1

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Continuation Sheet

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

Allen & Overy

Date

9/12/03

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

[†] delete as
appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

A. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION AND PERFECTION OF SECURITY INTEREST

1.1. Grant

As security for the prompt and complete payment and performance of the Secured Liabilities when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Banks to make the Loans, the Debtor grants to the Secured Party for the benefit of the Creditors a continuing security interest in the Collateral.

1.2. Maximum amount of obligations

Any term or provision of Clause 2 or any other term of the Security Agreement, the Credit Agreement or any Credit Document notwithstanding, the maximum aggregate amount of the Secured Liabilities for which the Debtor shall be liable shall in no event exceed the maximum amount for which the Debtor can be liable without rendering the Security Agreement subject to avoidance under applicable law relating to fraudulent conveyance or fraudulent transfer (including section 548 of the Bankruptcy Code of the United States or any applicable provisions of comparable state law).

2. UNDERTAKINGS

2.1. The Debtor

2.1.1. The Debtor will not change the jurisdiction of its incorporation.

2.1.2. The Debtor will not change its name without providing the Secured Party with 30 days' prior written notice.

2.1.3. The Debtor will not change its address indicated in Clause 6.8 of the Security Agreement without providing the Secured Party with 30 days prior written notice, or change the address where it keeps its corporate records and all records, documents and instruments constituting, relating to or evidencing Collateral.

2.2. The Collateral

2.2.1. Except as expressly permitted by the Credit Documents:

2.2.1.1. the Debtor will not permit any Collateral to be subject to any Security Interest other than the Secured Party's security interest and will at all times warrant and defend the Secured Party's security interest in the Collateral against all other Security Interests; and

2.2.1.2. the Debtor will not, and is not authorized to, sell, assign, transfer, pledge, license, lease or encumber, or grant any option, warrant, or right with respect to, any of the Collateral, or agree or contract to do any of the foregoing.

2.3. Successors

The Security Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective successors and assigns, except that the Debtor may not

assign or transfer all or any part of its rights or obligations under the Security Agreement without the prior written consent of the Secured Party, and any assignment by the Debtor in violation of this provision shall be void and of no effect. The Debtor waives and will not assert against any assignee of the Secured Party any claims, defenses or set-offs which the Debtor could assert against the Secured Party except for defenses which cannot be waived under applicable law.

2.4. Construction

No reference to **proceeds** in the Security Agreement authorizes any sale, transfer or other disposition of Collateral by the Debtor.

3. Collections after an Enforcement Event

After the occurrence and during the continuation of an Enforcement Event, the Debtor will hold all funds and other property received or collected in respect of the Collateral in trust for the Secured Party, and will keep these funds and this other property separate and apart from all other funds and property so as to be capable of identification. The Debtor will deliver these funds and this other property to the Secured Party in the identical form received, properly endorsed or assigned when required to enable the Secured Party to complete collection. After the occurrence and during the continuation of an Enforcement Event, the Debtor shall not settle, compromise, adjust, discount or release any claim in respect of Collateral and shall not accept any returns of merchandise.

B. DEFINED TERMS

In this Companies House Form 395:

Additional Obligor means a member of the Group that becomes an Obligor after the date of the Intercreditor Agreement in accordance with Clause 15 (Changes to the Parties) of the Intercreditor Agreement.

Bank means an RCF Bank or a Bilateral Bank.

Bank Facilities means the RCF Facility and the Bilateral Facilities.

Bilateral Banks means the banks listed in Schedule 7 of this Continuation Sheet together with any person who accedes to the Intercreditor Agreement as a Bilateral Bank in accordance with Clause 15 of the Intercreditor Agreement.

Bilateral Facilities means the debt finance facilities set out (as described as such) in Schedule 4 of this Continuation Sheet, being senior borrowing facilities currently provided to the Group on a bilateral basis by the Bilateral Banks, and to be amended by, and subject to the terms of, the RCF Facility Agreement.

Chargor means, amongst others, the Debtor.

Collateral means all Partnership Interests subject to the security created by the Security Agreement and to the extent not included, proceeds and products of and accessions to, the foregoing.

Company means Waterford Wedgwood plc (a company incorporated in the Republic of Ireland with registered number 11861).

Credit Agreement means the Second Amendment and Restatement Agreement dated 26 November, 2003 between Waterford Wedgwood Plc, a company incorporated in the Republic of Ireland with registered number 11861, the Debtor, the Secured Party, certain subsidiaries, the Bank of Ireland and the other Creditors in connection with certain revolving and other credit facilities provided to the Group.

Credit Documents means each document evidencing or creating a Facility, each Security Document and any other document designated as such by the Security Trustee and the Company.

Creditor means a Senior Creditor or an HYB Creditor.

Current Forex Banks means the financial institutions listed in Schedule 5 of this Continuation Sheet as providers of the Current Forex Facilities.

Current Forex Facilities means the foreign exchange facilities set out (and described as such) in Schedule 9 of this Continuation Sheet, being foreign exchange contracts outstanding with the Group as at the date of the Intercreditor Agreement.

Enforcement Event means, following the occurrence of a Senior Event of Default, the giving of notice to the Company by the relevant Senior Creditors to accelerate a Senior Facility or following the Senior Debt Discharge Date an event of default which has occurred and is continuing which results in a notice of acceleration of the HY Bond Facility.

Facilities means the Senior Borrowing Facilities, the Forex Facilities and the HY Bond Facility, and shall include in each case guarantees, security documents and any other ancillary agreements, documents and instruments relating thereto.

Forex Facility means a Current Forex Facility or a New Forex Facility.

Group means the Company and its Subsidiaries.

HYB Creditor means the HY Bonds Trustee (on behalf of itself and the HY Bondholders).

HY Bondholder means a holder of any HY Bonds.

HY Bonds means the notes issued under the HY Bond Indenture.

HY Bond Facility means the high yield bond facility provided under the terms of the HY Bond Indenture.

HY Bond Guarantee means a guarantee of the obligations of the HY Bond Issuer under the HY Bonds and the HY Bond Indenture, which is subordinated in right of payment to Liabilities arising in connection with the Senior Debt.

HY Bond Guarantors listed in Schedule 3 of this Continuation Sheet, together with any person who accedes to the Intercreditor Agreement as the provider of an HY Bond Guarantee in accordance with Clause 15 of the Intercreditor Agreement.

HY Bond Indenture means the indenture entered into or to be entered into between the relevant Obligors, the HY Bonds Trustee and Kredietbank S.A. Luxembourgeoise as Luxembourg paying and transfer agent.

HY Bond Issuer means the Company in its capacity as issuer of the HY Bonds.

HY Bonds Trustee means any institution acting in its capacity as the trustee under the HY Bond Indenture.

Intercreditor Agreement means the Intercreditor and Security Trust Agreement dated 26 November, 2003 between the Security Trustee, the Banks, the Obligors, the trustee of the HYB Issue, the holders of the U.S. Private Placement and others.

Liability means any present or future liability (actual or contingent), including advisers fees and costs and expenses both pre and post enforcement, together with:

- (a) any permitted novation, deferral or extension of that liability;
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise;
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

Loan means a loan made by the Banks under the RCF Facility.

Make-Whole Amount has the meaning given to it in (and shall be calculated in accordance with the relevant provisions of) the USPP, and includes any Modified Make-Whole Amount (as defined in and calculated in accordance with the USPP).

Make-Whole Notes means notes issued in favour of the USPP Noteholders representing Make-Whole Amounts that have been capitalised in accordance with Section 8.1 of the USPP.

New Forex Banks means providers of New Forex Facilities, which accede to the Intercreditor Agreement in accordance with Clause 15 of the Intercreditor Agreement.

New Forex Facilities means foreign exchange contracts entered into with members of the Group after the date of the Intercreditor Agreement (to the extent that such contract is not provided in contravention of the provisions of the HY Bond Indenture) which will have the benefit of the Security upon a New Forex Bank acceding to the Intercreditor Agreement.

Obligor means each Chargor, the Company, the Subsidiary Obligors, any Additional Obligor, any other borrowers under, and guarantors of, any of the Facilities, any Security Provider the issuer of the

USPP Notes, the HY Bond Issuer, any HY Bonds Guarantor and any other members of the Group party to any Forex Facility.

Partnership Interest means the economic, voting or other rights in Waterford Wedgwood Partners, an Illinois general partnership, the details of which are set out in Schedule 1 of this Continuation Sheet.

RCF Banks means the banks listed in Schedule 6 of this Continuation Sheet together with any person who accedes to the Intercreditor Agreement as an RCF Bank in accordance with Clause 15 of the Intercreditor Agreement.

RCF Facility means the revolving credit facility provided on the terms of the RCF Facility Agreement, and includes any Refinancing of it.

RCF Facility Agreement means the agreement dated 29th November, 1999 for the provision of a revolving credit facility between (among others) the Obligors and the RCF Banks as amended by an amendment and restatement agreement dated 4th March, 2002, further amended by waiver letters dated 3rd June, 2003, and 30th September, 2003, amended by a second amendment and restatement agreement dated 26th November, 2003, and as may be further amended.

Refinancing means the completion of a refinancing of either the Bank Facilities or the USPP.

Security means the security granted under the Security Documents.

Security Documents means such documentation as is required to put the Security in place in form and substance satisfactory to the Security Trustee and the Creditors.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other security arrangement or agreement having a like effect.

Security Provider means any member of the Group providing Security.

Security Trustee means Barclays Bank PLC or such successor as provided for in the Intercreditor Agreement.

Senior Borrowing Facilities means the Bank Facilities and the USPP.

Senior Creditors means the RCF Banks, the Bilateral Banks, the USPP Noteholders, the Current Forex Banks and the New Forex Banks.

Senior Debt means all Liabilities payable or owing by any Obligor to a Senior Creditor under or in connection with a Senior Facility.

Senior Debt Discharge Date means the date upon which all of the Senior Debt has been unconditionally and irrevocably paid and discharged in full, as determined by the Security Trustee.

Senior Event of Default means an Event of Default as defined in a Senior Facility.

Senior Facility means a Bank Facility, the USPP or a Forex Facility.

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985, as amended by section 144 of the Companies Act 1989, but excluding Wedgwood Museum Trust Limited (incorporated in England with registered number 715537).

Subsidiary Obligors means the companies listed in Schedule 2 of this Continuation Sheet together with any person who accedes to the Intercreditor Agreement as a Subsidiary Obligor in accordance with Clause 15 of the Intercreditor Agreement.

USPP means the note purchase facility provided on the terms of the USPP Agreement, and includes any Refinancing of it and the USPP Notes and Make-Whole Notes issued thereunder.

USPP Agreement means the note purchase agreement among, inter alia, Waterford Wedgwood Finance, Inc., the Company and others dated 18th November, 1998 as amended by an amendment agreement on each of June 15, 1999, December 17, 1999, March 5, 2002 and June 30, 2003, and as amended by an amendment and restatement agreement dated on or about the date of the Intercreditor Agreement and as may be further amended from time to time.

USPP Noteholders means the financial institutions listed in Schedule 8 of this Continuation Sheet together with any person who accedes to the Intercreditor Agreement as a USPP Noteholder in accordance with Clause 15 of the Intercreditor Agreement. It also means the holders of the USPP Notes from time to time.

USPP Notes means the notes constituted under the USPP.

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

SCHEDULE 1

PARTNERSHIP INTEREST

98.91% Partnership Interest, representing a \$989.00 total capital contribution, in Waterford Wedgwood Partners.

SCHEDULE 2

THE SUBSIDIARY OBLIGORS

Subsidiary Obligor	Registered Number	Jurisdiction incorporation	of
All-Clad Holdings Inc. Waterford Wedgwood GmbH	HRB 2900 (Local Court (<i>Amtsgericht</i>) at Hof)	Pennsylvania, USA Germany	
Josiah Wedgwood & Sons Limited	613288	England and Wales	
Statum Limited	343652	England and Wales	
Waterford Wedgwood Retail Limited	624489	England and Wales	
Wedgwood Limited	44052	England and Wales	
Josiah Wedgwood & Sons (Exports) Limited	240666	England and Wales	
Stuart & Sons Limited	117548	England and Wales	
Waterford Wedgwood U.K. plc	2058427	England and Wales	
Waterford Crystal Limited	78088	Republic of Ireland	
Waterford Crystal (Manufacturing) Limited	104597	Republic of Ireland	
Waterford Wedgwood Japan Limited		Japan	
Waterford Wedgwood USA, Inc.		New York, USA	
All-Clad USA, Inc		Delaware, USA	
WW Inc.		Delaware, USA	
Waterford Wedgwood, Inc.		Delaware, USA	
Waterford Wedgwood Finance, Inc.		Delaware, USA	
Waterford Wedgwood Holdings Inc.		Delaware, USA	
WW Acquisition (Delaware) Corp		Delaware, USA	
Clad Metals LLC		Delaware, USA	
All Clad Metalcrafters LLC		Delaware, USA	
Clad Holdings Corp		Delaware, USA	
Waterford Wedgwood Partners		Illinois	
Josiah Wedgwood & Sons (Aust) Pty Ltd		Australia	

SCHEDULE 3

HY BOND GUARANTORS

Guarantor	Registered Number	Jurisdiction incorporation	of
All-Clad Holdings, Inc. Waterford Wedgwood GmbH	HRB 2900 (Local Court (<i>Amtsgericht</i>) at Hof)	Germany	
Josiah Wedgwood & Sons Limited	613288	England and Wales	
Statum Limited	343652	England and Wales	
Waterford Wedgwood Retail Limited	624489	England and Wales	
Wedgwood Limited	44052	England and Wales	
Josiah Wedgwood & Sons (Exports) Limited	240666	England and Wales	
Stuart & Sons Limited	117548	England and Wales	
Waterford Wedgwood U.K. plc	2058427	England and Wales	
Waterford Crystal Limited	78088	Republic of Ireland	
Waterford Crystal (Manufacturing) Limited	104597	Republic of Ireland	
Waterford Wedgwood Japan Limited		Japan	
Waterford Wedgwood USA, Inc.		New York, USA	
WW Inc.		Delaware, USA	
Waterford Wedgwood, Inc.		Delaware, USA	
Waterford Wedgwood Finance, Inc.		Delaware, USA	
Waterford Wedgwood Holdings Inc.		Delaware, USA	
Clad Metals LLC		Delaware, USA	
All-Clad Metalcrafters, LLC		Delaware, USA	
Clad Holdings Corp		Delaware, USA	

Company: Waterford Wedgwood U.K. plc

Company Number: 02058427

Continuation Sheet for Form M 395

SCHEDULE 4

Bilateral Facilities

Lender	ORIGINAL EXPOSURE
	Amount
	euro
National Westminster Plc	9,936,295
The Governor and Company of the Bank of Ireland	8,465,000
Allied Irish Banks, p.l.c	1,270,000
Barclays Bank PLC	2,140,000
ABN Amro Bank N.V. Dublin Branch	1,029,500

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

SCHEDULE 5

THE CURRENT FOREX BANKS

ABN Amro Bank N.V. Dublin Branch
Allied Irish Banks, p.l.c
Barclays Bank PLC
IIB Bank Limited
The Governor and Company of the Bank of Ireland
Wachovia Bank, National Association

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

SCHEDULE 6

THE RCF BANKS

The Governor and Company of the Bank of Ireland
Ulster Bank Ireland Limited
ABN Amro Bank N.V. Dublin Branch
Allied Irish Banks, p.l.c.
Barclays Bank PLC
Bayerische Landesbank, London Branch
IIB Bank Limited
Mizuho Corporate Bank Limited
Wachovia Bank, National Association
The Royal Bank of Scotland plc
Scotiabank (Ireland) Limited

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

SCHEDULE 7

THE BILATERAL BANKS

National Westminster Bank Plc
The Governor and Company of the Bank of Ireland
Allied Irish Banks, p.l.c
Barclays Bank PLC
ABN Amro Bank N.V. Dublin Branch

Company: Waterford Wedgwood U.K. plc
Company Number: 02058427
Continuation Sheet for Form M 395

SCHEDULE 8

THE USPP NOTEHOLDERS

The Prudential Insurance Company of America

Allstate Life Insurance Company

Connecticut General Life Insurance Company (Notes held by its nominee CIG & Co.)

American United Life Insurance Company

The State Life Insurance Company

Modern Woodmen of America

SCHEDULE 9

Current Forex Facilities

Lender	Borrower	Facility Type	ORIGINAL EXPOSURE		
			Currency	Amount	Eq Euro
ABN Amro Bank N.V. Dublin Branch	Waterford Wedgwood Plc	FX	USD	29,000,000	24,976,352
			JPY	1,750,000,000	9,615,385
Allied Irish Banks, p.l.c	Waterford Wedgwood Plc	FX	USD	15,000,000	12,918,803
			JPY	200,000,000	1,098,901
Barclays Bank PLC	Waterford Wedgwood Plc	FX	JPY	200,000,000	1,098,901
IIB Bank Limited	Waterford Wedgwood Plc	FX	USD	700,000	602,877
IIB Bank Limited	Waterford Wedgwood Plc	FX	JPY	200,000,000	1,098,901
IIB Bank Limited	Waterford Wedgwood Plc	FX	USD	15,000,000	12,918,803
The Governor and Company of the Bank of Ireland	Waterford Wedgwood Plc	FX	USD	15,000,000	12,918,803
Wachovia Bank, National Association	Statum Limited	FX	JPY	310,000,000	1,703,297

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 CHARGE OVER A BANK ACCOUNT DATED THE 26th NOVEMBER 2003 AND CREATED BY WATERFORD WEDGWOOD U.K. PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR ANY OF THEM) TO THE CREDITORS (OR ANY OF THEM) 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 9th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th DECEMBER 2003.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES