

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

A fee of £13 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

11-10

00058357

Name of company

* Royal Doulton (UK) Limited (the "Company")

Date of creation of the charge

20 December 2005

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

Deed of Debenture dated 20 December 2005 (the "Debenture") between, amongst others, the Company and Bank of America, N.A. (the "Security Trustee")

Amount secured by the mortgage or charge

All obligations and liabilities as at the date of the Debenture and thereafter whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever, of each Obligor to the Creditors or any of them under the Credit Documents (the "Secured Liabilities").

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

Bank of America, N.A., 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(CF)

Time critical reference

82000.145/RD UK Debentur

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

236
05/01/2006

Short particulars of all the property mortgaged or charged

See Schedule 1 for particulars of the property charged and Schedule 2 for definitions of terms used in this form 395 or Schedule 1.

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)

† 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 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

SHORT PARTICULARS OF PROPERTY
MORTGAGED OR CHARGED
PURSUANT TO THE DEBENTURE

1 FIXED SECURITY

1.1 The Company, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2(g) of the Debenture:

- (a) charged in favour of the Security Trustee by way of a first legal mortgage all the property (if any) belonging to it as at the date of the Debenture and specified in Schedule 2 of the Debenture;
- (b) charged in favour of the Security Trustee by way of a first fixed charge and granted a security interest upon:
 - (i) (to the extent that they are not within Clause 1.1(a) above) all interests in any freehold or leasehold property as at the date of the Debenture or in the future belonging to it;
 - (ii) all Equipment (other than any Equipment specified in Schedule 8 of the Debenture or in any Deed of Accession effectively mortgaged to the Security Trustee by way of a first legal mortgage pursuant to Clause 1(f) below) as at the date of the Debenture or in the future belonging to it and its interest in any such Equipment in its possession as at the date of the Debenture or in the future;
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
 - (v) its goodwill and its rights in relation to uncalled capital both present and future;
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company but excluding (A) the Other Accounts and any amounts standing to the credit of any Other Account and (B) the Intra-Group Book Debts (as defined in the Debenture);
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1.1 (b)(vi) above;
 - (viii) its rights under any hedging arrangements;
 - (ix) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any assets the subject of the security under the Debenture and the

right to recover and receive all compensation which may be payable to it; and

- (x) its Intellectual Property, including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever);
- (c) charged in favour of the Security Trustee by way of a first fixed charge and granted a security interest upon its Intra-Group Book Debts (as defined in the Debenture), both uncollected and collected and the proceeds of the same;
- (d) mortgaged and charged and agreed to mortgage and charge to the Security Trustee all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage;
- (e) mortgaged and charged and agreed to mortgage and charge to the Security Trustee all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge;
- (f) mortgaged and charged and agreed to mortgage and charge to the Security Trustee, the same to be a security by way of a first mortgage, all of its right, title and interest in and to:
 - (i) the Equipment specified in Schedule 8 of the Debenture or in the Schedule to any Deed of Accession; and
 - (ii) all spare parts and replacements for and all modifications and additions to the Equipment specified in Schedule 8 of the Debenture or in the Schedule to any Deed of Accession.

2 FLOATING CHARGE

The Company as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2(g) of the Debenture charged in favour of the Security Trustee by way of first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as described in Clause 1 above.

3 RESTRICTIONS ON DEALINGS

The Company covenanted that it shall not:

- (i) create or permit to subsist any security interest of whatsoever nature on any asset of the Company the subject of any security created by the Debenture other than a Permitted Security Interest or as created by the Debenture; or
- (ii) sell, transfer, grant, lease or otherwise dispose of any asset of the Company the subject of any security created by the Debenture, except (a) for the disposal in the ordinary course of business of any security asset subject to the floating charge created by Clause 3.1 of the Debenture and (b) as provided for under the Facility Agreement.

DEFINITIONS OF TERMS USED IN
FORM 395 OR SCHEDULE 1, AS USED
IN THE DEBENTURE

Ancillary Facility Provider: means the financial institutions that become party to the Facility Agreement as ancillary facility providers;

Blocked Accounts: means the bank accounts of the Company specified in Part I of Schedule 5 of the Debenture and/or in the schedule to any Deed of Accession and/or such other bank accounts of the Company as the Security Trustee may designate or approve by notice in writing to the Company;

Book Debts: means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company, other than the Intra-Group Book Debts (as defined in the Debenture); and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

Creditors: means the senior lenders under the Facility Agreement, any ancillary banks which accede to the Intercreditor Agreement as Ancillary Facility Providers, the agent from time to time under the Facility Agreement and The Bank of New York, London as trustee for itself and other bond holders of any notes issued under the High Yield Indenture;

Credit Documents: each document evidencing or creating a Facility, each security document and any other document designated as such by the Security Trustee and Waterford Wedgwood plc;

Deed of Accession: means a deed of accession substantially in the form set out in Schedule 6 of the Debenture;

Equipment: means (save to the extent that any such items form part of the Company's stock in trade or work in progress) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Company and property (other than fixtures) as at the date of the Debenture or in the future relating to it or used in connection with it and replacements and substitutions for it wherever located;

Facilities: means the facility provided under the terms of the Facility Agreement and the high yield bond facility provided under the terms of the High Yield Indenture, and shall include in each case guarantees, security documents and any other ancillary agreements, documents and instruments relating thereto;

Facility Agreement: means the facility agreement dated 10 December 2005 between Waterford Wedgwood plc (1), the affiliates of Waterford Wedgwood plc named therein as original borrowers, and original guarantors, (3) the financial institutions named therein as Original Senior Lenders (4), Bank of America, N.A. as original senior tranche B lender (5), the Ancillary Facility Providers (6) and the Security Trustee (7);

Group Shares: means all shares as are specified against the Company's name in Schedule 4 of the Debenture or in the schedule to any Deed of Accession;

High Yield Indenture: means the mezzanine indenture dated as of 1 December 2003 made between, among others, Waterford Wedgwood plc and The Bank of New York as trustee, with respect to the high yield bond as amended, amended and restated or supplemented from time to time;

Insurances: means all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest (to the extent of that interest);

Intellectual Property: means any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, database rights, know-how (and all rights in relation to it), business names, trade names, brand names, domain names, (and the rights of a registrant therein) copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Intellectual Property specified in Schedule 7 of the Debenture or in the schedule to any Deed of Accession;

Intercreditor Agreement: means the Intercreditor and Security Trust Agreement dated 20 December 2005 among Waterford Wedgwood plc (1), the subsidiaries named therein (2), Bank of America, N.A. as intercreditor agent and as security trustee (3) The Bank of New York, (4) and the Creditors named therein (5);

Obligors: Waterford Wedgwood plc, its subsidiary obligors, any additional obligors, any other borrowers under and guarantors of, any of the Facilities, any security provider, high yield bond issuer and any high yield bond guarantors under the High Yield Indenture;

Original Senior Lenders: means the financial institutions designated as "Senior Lenders" under the Facility Agreement;

Other Accounts: means the bank accounts of the Company specified in Part II of Schedule 5 of the Debenture and/or in the schedule to any Deed of Accession and/or such other bank accounts of the Company as the Security Trustee may designate or approve by notice in writing;

Permitted Security Interest: means a security interest which is permitted to subsist pursuant to the Facility Agreement;

Related Rights: means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00058357

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 20th DECEMBER 2005 AND CREATED BY ROYAL DOULTON (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE CREDITORS OR ANY OF THEM 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.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES