

Part V
Form of Senior Tranche B Request

[On letterhead of Company]

Date: []

To: Bank of America, N.A.
[]

Attention:

Dear Sirs,

Facility Agreement dated [] (the “Facility Agreement”)

We refer to the Facility Agreement. Terms defined in the Facility Agreement have the same meaning when used in this Request.

We wish to draw the Senior Tranche B Loan as follows:

- (a) Amount: [US\$60,000,000]
- (b) Utilisation Date: [.....]
- (c) Payment Instructions: Please credit the following account:

Account Name: []
Bank: [] Bank plc
Branch: [] Branch
Account No: []
Sort Code: []

We confirm that the conditions precedent specified in Clause 4.2 (*Further Conditions Precedent*) are satisfied as at the date of this Senior Tranche B Request and that no Availability Limit will be breached by the making of the requested Utilisation.

Yours faithfully

for and on behalf of
[Relevant Senior Tranche B Facility Borrower]

SCHEDULE 6
FORM OF ACCESSION LETTER

To: Bank of America, N.A. as Agent

From: [*Subsidiary*] and [*Company*]

Dated:

Dear Sirs

Waterford Wedgwood plc - €[.....] Facility Agreement
dated [] (the "Agreement")

1 We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.

2 [*Subsidiary*] agrees to become an Additional [*Borrower/Guarantor*] and to be bound by the terms of the Agreement as an Additional [*Borrower/Guarantor*] pursuant to [Clause 32.2 (*Additional Borrowers*)/Clause 32.3 (*Additional Guarantors*)] of the Agreement. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*].

3 [*Subsidiary's*] administrative details are as follows:

Address:

Fax No:

Attention:

4 The following bank accounts shall be Blocked Accounts of the Additional Guarantor for the purposes of the Agreement. **[Details to be inserted]**

5 This Accession Letter is governed by English law.

[This Guarantor Accession Letter is entered into by deed.]

[Waterford Wedgwood plc]

[*Subsidiary*]

SCHEDULE 7
FORM OF ACCESSION DOCUMENTS

Part I
Form of Transfer Certificate

To: Bank of America, N.A.

Dated:

Waterford Wedgwood plc - Facility Agreement
dated [] 2005 (the "Agreement")

- 1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
- 2 We refer to Clause 31.5 (*Procedure for transfer*):
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment (if any), rights and obligations referred to in the Schedule in accordance with Clause 31.5 (*Procedure for transfer*).
 - (b) The proposed Transfer Date is [].
 - (c) The address, fax number and attention details for notices of the New Lender for the purposes of Clause 38 (*Notices*) are set out in the Schedule.
- 3 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Clause 31.4 (*Limitation of responsibility of Existing Lenders*).
- 4 [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
 - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
 - (b) a partnership each member of which is:
 - (i) a company so resident in the United Kingdom; or
 - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and brings into account in computing its chargeable profits (for the purposes of section 11(2) of the Taxes Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of sections 114 and 115 of the Taxes Act; or
 - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (for the purposes of section 11(2) of the Taxes Act) of that company.]

[4/5] This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

[5/6] This Transfer Certificate is governed by English law.

THE SCHEDULE

Rights and obligations to be transferred

[Insert details, including amount to be transferred, and stating whether transfer relates to Senior Facility, Ancillary Facilities or the Senior Tranche B Facility.]

[Existing Lender]

[New Lender]

By:

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [...]

By: Bank of America, N.A.

Part II

Form of Ancillary Accession Agreement

To: Bank of America, N.A. as Agent

From: [Acceding Ancillary Facility Provider]

This agreement is supplemental to the Facility Agreement dated _____ 2005 and made between Waterford Wedgwood plc, the Lenders defined therein and yourselves as Agent. Words and expressions defined in the Facility Agreement have the same meaning when used in this Deed.

[Name of Ancillary Facility Provider] of [address] hereby agrees with each other present and future Party to the Facility Agreement that with effect from the date hereof and in accordance with Clause 2.7 (*Ancillary Facility Provider*) of the Facility Agreement, it will become an Ancillary Facility Provider for the purposes of the Facility Agreement and will become bound by and entitled to the benefits of the Finance Documents to the extent of the rights and obligations thereby conferred or imposed upon an Ancillary Facility Provider.

Pursuant to the Facility Agreement, the Agent and the Lenders may from time to time make loans and advances and provide other financial accommodations to Borrowers secured by substantially all of the assets and properties of Borrowers and Guarantors, including, among other things, all right, title and interest of Borrowers and Guarantors in, to and under all agreements between any Borrower or Guarantor and [] (“**Bank**”) that is a rate swap agreement, basis swap, forward rate agreement, commodity swap, interest rate option, forward foreign exchange agreement, spot foreign exchange agreement, rate cap agreement rate, floor agreement, rate collar agreement, currency swap agreement, cross currency swap agreement, currency option or any similar agreement (including any option to enter into any of the foregoing or a master agreement for any the foregoing together with all supplements thereto) for the purpose of protecting against or managing exposure to fluctuations in interest or exchange rates, currency valuations or commodity prices (collectively, “**Hedge Agreements**” and individually, a “**Hedge Agreement**”), including, not limited to, such agreements listed on Exhibit A hereto.

As of the date hereof, the Facility Agreement provides, among other things, that the Agent may establish and maintain Reserves based on the amounts owing by Borrowers or Guarantors to the Bank under the Hedge Agreements (the "**Hedge Obligation Reserve**"). The amount of the Hedge Obligation Reserve as of the date hereof is €.....

Subject to the receipt by the Agent of this agreement duly executed by the Bank, the obligations secured by the Collateral granted by Borrowers and Guarantors to the Agent include all obligations, liabilities and indebtedness of every kind, nature and description owing by any or all of Borrowers or Guarantors to the Bank arising under or pursuant to a Hedge Agreement in each case acceptable to Agent, whether now existing or hereafter arising (collectively, the "**Hedge Obligations**"), subject to the other terms and conditions herein and in the Facility Agreement as from time to time in effect. In no event shall any of the Hedge Obligations secured by the Collateral, or the rights of the Bank to any proceeds of the Collateral or otherwise to any payment under the Facility Agreement or any of the Finance Documents in respect of the Hedge Obligations that are entitled to be paid on a pro rata basis with the principal in respect of the Loans and prior to the payment in full in cash or other immediately available funds of any of the other obligations exceed the amount of the Hedge Obligation Reserve as then in effect. Any of the Hedge Obligations in excess of the amount of the Hedge Obligation Reserve then in effect shall only be entitled to any payment from the proceeds of the Collateral or otherwise to any payment under the Facility Agreement or any of the other Finance Documents after the payment in full, in cash or other immediately available funds of the other amounts owing thereunder.

The Bank will from time to time deliver to the Agent a report setting forth the "mark-to-market" value of each Hedge Agreement, determined in accordance with the procedures customary in the relevant market and the practices of the Bank. The Bank may, at its option, at such time request in writing that the amount of the Hedge Obligation Reserve be increased or decreased based on the aggregate value of the Hedge Agreements at such time as determined by the Bank. Upon receipt of any such request, the Agent shall increase or decrease the Hedge Obligation Reserve as requested by the Bank, provided that in no event shall the amount of the Hedge Obligation Reserve, after giving effect to any such increase, together with the aggregate of all Reserves then in effect for the benefit of all other Ancillary Facility Providers exceed Euro []. The Hedge Obligation Reserve may not be decreased without the prior written consent of Bank.

Upon receipt by the Bank of written instructions from the Agent the Bank will no longer comply with any instructions or orders originated by the Borrowers, Guarantors or any of their respective affiliates or representatives concerning any Hedge Agreement and will comply only with the instructions or orders of the Agent with respect thereto, without any further consent by any Borrower, Guarantor or its affiliates or representatives. The Bank is hereby irrevocably authorised and directed to follow such instructions or orders without any inquiry as to the Agent's right or authority to give such instructions or orders and the Bank is fully protected in acting in accordance therewith. The Bank shall not for any reason exercise any lien rights or rights of set off (other than netting provisions provided for in the Hedge Agreements with respect to amounts payable by the Borrower or any Guarantor as a counterparty under the Hedge Agreements) or other claims against amounts owing to the Borrowers and Guarantors pursuant to the Hedge Agreements, without the prior consent of the Agent. Upon the Agent's request, the Bank will from time to time report to the Agent the amounts then outstanding with respect to the Hedge Agreements consistent with its current practices as of the date hereof with the Borrowers or more frequently as the Agent may reasonably request, together with such other information with respect hereto as the Agent may reasonably request.

The Bank hereby acknowledges the collateral assignment pursuant to a Security Document of its Hedge Agreements and consents to such collateral assignment provided that such consent is expressly limited to the Agent and the Security Trustee for the benefit of the Lenders and such consent is not extended to the further sale or transfer by the Agent or the Security Trustee to any other person or entity in connection with the exercise of the Agent's or the Security Trustee's rights under the Finance Documents other than to a successor to the Agent or the Security Trustee under the Finance Documents acting in that capacity.

Nothing contained herein shall be construed as an assumption by the Agent or any Lender of the obligations or liabilities of any Borrower, Guarantor or any of its affiliates to Bank or any other person pursuant to any Hedge Agreement or otherwise. In its capacity as a counterparty to the Hedge Agreement the Bank shall not be deemed to have any rights as a Lender under the Facility Agreement or any of the other Finance Documents and the Agent shall not have any duties to the Bank except as expressly provided for in the Facility Agreement.

The Agent and the Lenders are relying upon this agreement in providing financing to the Borrowers and the Guarantors and this agreement will be binding upon the Bank, the Borrowers and the Guarantors and their respective successors and assigns and inure to the benefit of the Agent and the Lenders and their respective successors and assigns. This agreement may not be amended, modified, supplemented or terminated orally or by course of conduct or otherwise but only by a written agreement signed by the parties hereto.

The Borrowers and Guarantors will not assert any claims against the Bank as counterparty to any Hedge Agreement solely as a result of the Bank following the instructions or orders of the Agent pursuant to the terms hereof with respect to any Hedge Agreement or against the Agent or any Lender as a result of the Agent complying with the request of the Bank with respect to the Hedge Obligation Reserve.

This agreement shall be governed by and construed in accordance with the laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

This agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

The address and other details of the Ancillary Facility Provider are as follows:

[]

A Creditor's Accession Deed is also enclosed for the purposes of the Intercreditor and Security Trust Agreement dated [] 2005.

SIGNED for and on behalf of

[]
.....
.....

SCHEDULE 8
PERMITTED DISPOSALS

- 1 Midwinter Tip
- 2 Leek Road Sports Field
- 3 Crief Retail Premises
- 4 Unused land at Kilbarry
- 5 The share capital and/or assets of WC Designs
- 6 The share capital and/or assets of Spring Switzerland GmbH
- 7 Lease of dental surgery at Barlaston
- 8 Strip of land at Kilbarry currently agreed to be sold to Waterford City Council

SCHEDULE 9
DEFINED BENEFIT PENSION SCHEMES

Wedgwood Group Pension Plan

Royal Doulton UK Pension Plan

Waterford Crystal Factory Plan

Waterford Crystal Staff Plan

Rosenthal Pension

Waterford Wedgwood plc Supplementary Benefits Scheme

Waterford Wedgwood Canada Inc. Pension Plan

Royal Doulton Canada Limited Pension Plan

SCHEDULE 10
EBITDA AND TOTAL DEBT SERVICE

	EBITDA	Total Debt Service
2004		
October	(3.1)	(1.0)
November	(0.5)	(1.2)
December	0.8	(10.4)
2005		
January	(8.6)	(0.8)
February	(12.5)	(1.7)
March	(20.9)	(0.9)
April	(8.8)	(2.0)
May	(6.2)	(1.5)
June	(3.0)	(9.2)
July	(5.4)	(1.2)
August	(2.8)	(1.5)
September	4.8	(2.9)

THE ORIGINAL GUARANTORS

**SIGNED for and on behalf of
JOSIAH WEDGWOOD & SONS LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
JOSIAH WEDGWOOD & SONS (EXPORTS) LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD RETAIL LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
WEDGWOOD LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD U.K. PLC**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD AUSTRALIA LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
STUART & SONS LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
STATUM LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
ROYAL DOULTON PLC**

) *Pete Darby*

**SIGNED for and on behalf of
ROYAL DOULTON (UK) LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
ROYAL DOULTON OVERSEAS HOLDINGS LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
SWINNERTONS LIMITED**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD USA, INC.**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD HOLDINGS, INC.**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD, INC.**

) *Pete Darby*

**SIGNED for and on behalf of
WW INC.**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD FINANCE, INC**

) *Pete Darby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD LINENS, INC**

) *Pete Douby*

**SIGNED for and on behalf of
ROYAL DOULTON USA INC.**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD PLC**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD CRYSTAL (MANUFACTURING) LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD CRYSTAL LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
CASH'S MAIL ORDER LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD GMBH**

) *Pete Douby*

**SIGNED for and on behalf of
JOSIAH WEDGWOOD & SONS (AUST) PTY LTD**

) *Pete Douby*

**SIGNED for and on behalf of
ROYAL DOULTON AUSTRALIA PTY LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD JAPAN LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
ROYAL DOULTON JAPAN KK**

) *Pete Douby*

**SIGNED for and on behalf of
WATERFORD WEDGWOOD CANADA INC.**

) *Pete Douby*

**SIGNED for and on behalf of
ROYAL DOULTON CANADA LIMITED**

) *Pete Douby*

**SIGNED for and on behalf of
PT DOULTON**

) *Pete Douby*

THE SENIOR LENDERS

SIGNED for and on behalf of
BANK OF AMERICA, N.A.
 Address: 335 Madison Avenue
 New York
 NY 10017,
 United States of America
 Attention: Richard Levenson
 Fax No: +1 212 503 7330



Senior Commitment: € 40,000,000

SIGNED for and on behalf of
GE LEVERAGED LOANS LIMITED
 Address: 30 Berkeley Square
 London W1 6EW
 United Kingdom
 Fax No.
 Attention:

Senior Commitment: €40,000,000

SIGNED for and on behalf of
LANDESBANKI ISLANDS hf
 Address: Beaufort House
 15 St Botolph Street
 London EC3 7QR
 United Kingdom
 Fax No.
 Attention:

Senior Commitment: @40,000,000

SIGNED for and on behalf of
MARATHON STRUCTURED FINANCE FUND, LP
 Address: 461 Fifth Avenue
 10th Floor
 New York
 NY 10017
 United States of America
 Fax No.
 Attention:

Senior Commitment: €25,000,000

Attention: [])

Senior Commitment: € 40,000,000

SIGNED for and on behalf of)
GE LEVERAGED LOANS LIMITED)

Address: [] 30 BERKELEY SQUARE)

Fax No. [] LONDON W1J 6EW)

Attention: [] FAX NO. + 44 20 7302 6810)

ATTENTION: ANNE DORSEY

Senior Commitment: €40,000,000

Ann.L

- Authorized Signator

THE SENIOR TRANCHE B LENDER

SIGNED for and on behalf of)

BANK OF AMERICA N.A.)

Address: 214 N. Tryon Street)

NC1-027-14-01)

Charlotte)

North Carolina)

United States of America)

Fax No: +1 704 719 5169)

Attention: John Murchison)

Senior Tranche B Commitment: US\$60,000,000

THE SWINGLINE LENDER

SIGNED for and on behalf of)

BANK OF AMERICA, N.A.)

Address: Business Capital Division)

5 Canada Square)

London E14 5AQ)

United Kingdom)

Fax No: +44 207 174 6427)

Attention: Operations Manager)

THE AGENT

SIGNED for and on behalf of)

BANK OF AMERICA, N.A.)

Address: Business Capital Division)

5 Canada Square)

London E14 5AQ)

United Kingdom)

Fax No: +44 207 174 6427)

Attention: Operations Manager)

THE SENIOR LENDERS

SIGNED for and on behalf of)
BANK OF AMERICA, N.A.)
Address: 335 Madison Avenue)
New York)
NY 10017,)
United States of America)
Attention: Richard Levenson)
Fax No: +1 212 503 7330)

Senior Commitment: € 40,000,000

SIGNED for and on behalf of)
GE LEVERAGED LOANS LIMITED)
Address: 30 Berkeley Square)
London W1 6EW)
United Kingdom)
Fax No.)
Attention:)

Senior Commitment: €40,000,000

SIGNED for and on behalf of)
LANDESBANKI ISLANDS hf)
Address: Beaufort House)
15 St Botolph Street)
London EC3 7QR)
United Kingdom)
Fax No.)
Attention:)



Senior Commitment: €40,000,000

SIGNED for and on behalf of)
MARATHON STRUCTURED FINANCE FUND, LP)
Address: 461 Fifth Avenue)
10th Floor)
New York)
NY 10017)
United States of America)
Fax No.)
Attention:)

Senior Commitment: €25,000,000

Facility Agreement Signature Page

LN:9912.17

THE SENIOR LENDERS

SIGNED for and on behalf of)
BANK OF AMERICA, N.A.)
Address: 335 Madison Avenue)
New York)
NY 10017,)
United States of America)
Attention: Richard Levenson)
Fax No: +1 212 503 7330)

Senior Commitment: € 40,000,000


SIGNED for and on behalf of)
GE LEVERAGED LOANS LIMITED)
Address: 30 Berkeley Square)
London W1 6EW)
United Kingdom)
Fax No.)
Attention:)

Senior Commitment: €40,000,000

SIGNED for and on behalf of)
LANDESBANKI ISLANDS hf)
Address: Beaufort House)
15 St Botolph Street)
London EC3 7QR)
United Kingdom)
Fax No.)
Attention:)



Senior Commitment: €40,000,000

SIGNED for and on behalf of)
MARATHON STRUCTURED FINANCE FUND, LP)
Address: 461 Fifth Avenue)
10th Floor)
New York)
NY 10017)
United States of America)
Fax No.)
Attention:)


Director

Senior Commitment: €25,000,000

SIGNED for and on behalf of
D.B. ZWIRN LUX SARL
Address: 9 Rue Schiller
L-2519
Luxembourg

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)
) 

Fax No.
Attention:

Senior Commitment: €20,000,000

SIGNED for and on behalf of
CIT GROUP/COMMERCIAL SERVICES, INC.
Address: 1211 Avenue of the Americas
New York
NY 10036
United States of America

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Fax No.
Attention:

Senior Commitment: €20,000,000

SIGNED for and on behalf of
WELLS FARGO Foothill, LLC
Address: 2450 Colorado Avenue
Suite 3000 West
Santa Monica
CA 90404
United States of America

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)

Fax No.
Attention:

Senior Commitment: €15,000,000

THE SENIOR TRANCHE B LENDER
SIGNED for and on behalf of
BANK OF AMERICA N.A.
Address: 214 N. Tryon Street
NC1-027-14-01
Charlotte
North Carolina
United States of America

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)
)
)

Fax No: +1 704 719 5169
Attention: John Murchison

Senior Tranche B Commitment: US\$60,000,000

SIGNED for and on behalf of)
D.B. ZVIERN LUX SARL)
 Address: 9 Rue Schiller)
 L-2519)
 Luxembourg)
 Fax No.)
 Attention:)

Senior Commitment: €20,000,000

SIGNED for and on behalf of)
THE CIT GROUP/COMMERCIAL SERVICES, INC.) *Charles M. Carlone, V-P*
 Address: 1211 Avenue of the Americas)
 New York)
 NY 10036)
 United States of America)
 Fax No. 212-382-7260)
 Attention: MICHAEL F. MEEHAN)

Senior Commitment: €20,000,000

SIGNED for and on behalf of)
WELLS FARGO FOOTHILL, LLC)
 Address: 2450 Colorado Avenue)
 Suite 3000 West)
 Santa Monica)
 CA 90404)
 United States of America)
 Fax No.)
 Attention:)

Senior Commitment: €15,000,000

THE SENIOR TRANCHE B LENDER
SIGNED for and on behalf of)
BANK OF AMERICA N.A.)
 Address: 214 N. Tryon Street)
 NC1-027-14-01)
 Charlotte)
 North Carolina)
 United States of America)
 Fax No: +1 704 719 5169)
 Attention: John Murchison)

Senior Tranche B Commitment: US\$60,000,000

SIGNED for and on behalf of)
D.B. ZWIRN LUX SARL)
 Address: 9 Rue Schiller)
 L-2519)
 Luxembourg)
 Fax No.)
 Attention:)

Senior Commitment: €20,000,000

SIGNED for and on behalf of)
CIT GROUP/COMMERCIAL SERVICES, INC.)
 Address: 1211 Avenue of the Americas)
 New York)
 NY 10036)
 United States of America)
 Fax No.)
 Attention:)

Senior Commitment: €20,000,000

SIGNED for and on behalf of)
WELLS FARGO FOOTHILL, LLC)
 Address: 2450 Colorado Avenue)
 Suite 3000 West)
 Santa Monica)
 CA 90404)
 United States of America)
 Fax No. 310 453 7448)
 Attention: David Hill)

*David P Hill
Vice President*

Senior Commitment: €15,000,000

THE SENIOR TRANCHE B LENDER
SIGNED for and on behalf of)
BANK OF AMERICA N.A.)
 Address: 214 N. Tryon Street)
 NC1-027-14-01)
 Charlotte)
 North Carolina)
 United States of America)
 Fax No: +1 704 719 5169)
 Attention: John Murchison)

Senior Tranche B Commitment: US\$60,000,000

SIGNED for and on behalf of)
D.B. ZWIRN LUX SARL)
 Address: 9 Rue Schiller)
 L-2519)
 Luxembourg)
 Fax No.)
 Attention:)

Senior Commitment: €20,000,000

SIGNED for and on behalf of)
CIT GROUP/COMMERCIAL SERVICES, INC.)
 Address: 1211 Avenue of the Americas)
 New York)
 NY 10036)
 United States of America)
 Fax No.)
 Attention:)

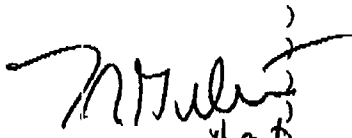
Senior Commitment: €20,000,000

SIGNED for and on behalf of)
WELLS FARGO FOOTHILL, LLC)
 Address: 2450 Colorado Avenue)
 Suite 3000 West)
 Santa Monica)
 CA 90404)
 United States of America)
 Fax No.)
 Attention:)

Senior Commitment: €15,000,000

THE SENIOR TRANCHE B LENDER

SIGNED for and on behalf of)
BANK OF AMERICA N.A.)
 Address: 214 N. Tryon Street)
 NC1-027-14-01)
 Charlotte)
 North Carolina)
 United States of America)
 Fax No: +1 704 719 5169)
 Attention: John Murchison)


 John Murchison
 Associate

Senior Tranche B Commitment: US\$60,000,000

Facility Agreement Signature Page

LN:9912.17

THE SWINGLINE LENDER
SIGNED for and on behalf of
BANK OF AMERICA, N.A.
 Address: Business Capital Division
 5 Canada Square
 London E14 5AQ
 United Kingdom
 Fax No: +44 207 174 6427
 Attention: Operations Manager

)
) *Robert Scaggett*
)
)
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THE AGENT
SIGNED for and on behalf of
BANK OF AMERICA, N.A.
 Address: Business Capital Division
 5 Canada Square
 London E14 5AQ
 United Kingdom
 Fax No: +44 207 174 6427
 Attention: Operations Manager

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) *Robert Scaggett*
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