

**WATERFORD WEDGWOOD PLC, AS ISSUER
ALL-CLAD HOLDINGS INC., AS RELEASED GUARANTOR
ALL-CLAD METAL CRAFTERS L.L.C, AS RELEASED GUARANTOR
CLAD METALS LLC, AS RELEASED GUARANTOR AND
CLAD HOLDINGS CORP, AS RELEASED GUARANTOR**

9 7/8 % MEZZANINE NOTES DUE 2010

**SUPPLEMENTAL INDENTURE
DATED AS OF JULY 27, 2004**

to

**INDENTURE
DATED AS OF DECEMBER 1, 2003**

**THE BANK OF NEW YORK, LONDON
TRUSTEE**

This SUPPLEMENTAL INDENTURE, dated as of July 27, 2004 (the "*Supplemental Indenture*"), by and among Waterford Wedgwood plc, a public limited company incorporated under the laws of Ireland (the "*Issuer*"), All-Clad Holdings, Inc., All-Clad Metal Crafters L.L.C., Clad Metals LLC and Clad Holdings Corp. (the "*Released Guarantors*") and The Bank of New York, London, as trustee (the "*Trustee*") under the Indenture.

RECITALS

WHEREAS, the Issuer and the Released Guarantors have heretofore executed and delivered to the Trustee the Indenture, dated as of December 1, 2003 (the "*Indenture*"), providing for the issuance of an aggregate principal amount of €166,028,000 of 9 7/8% Mezzanine Notes due 2010 (the "*Notes*");

WHEREAS, pursuant to Sections 9.1(7) of the Indenture, the Issuer, any Guarantor (as such term is defined in Section 1.1 Definitions - "Guarantors" of the Indenture, including without limitation, the Released Guarantors) and the Trustee may amend or supplement the Indenture to confirm and evidence the release, termination or discharge of any guarantee or lien with respect to or securing the Notes when such release, termination or discharge is provided for under the Indenture, without the consent of any Holder of a Note or any other person;

WHEREAS, the Issuer has entered into an agreement with SEB SA to sell all of the issued and outstanding capital stock of All-Clad USA, Inc., which is the owner of all of the issued and outstanding capital stock of the Released Guarantors.

WHEREAS, the terms of such sale are being made in compliance with the Indenture, including Section 4.6, and as such, the guarantees of the Released Guarantors are subject to automatic and unconditional release, termination and discharge pursuant to Section 11.5(a)(1) of the Indenture. As such, this Supplemental Indenture and the release, termination and discharge of the guarantees of the Released Guarantors set forth herein are authorized pursuant to Section 9.1(7) of the Indenture; and

WHEREAS, pursuant to Section 9 of the Indenture, the execution and delivery of this Supplemental Indenture has been duly authorized by the parties hereto, and all other acts necessary to make this Supplemental Indenture a valid and binding supplement to the Indenture effectively supplementing the Indenture as set forth herein have been duly taken.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the Released Guarantors and the Trustee each mutually covenant and agree for the equal and rateable benefit of the Holders of the Notes as follows:

Section 1 Capitalized Terms.

Any capitalized term used herein and not otherwise defined herein shall have the meaning assigned to such term in the Indenture.

Section 2 *Effectiveness; Conditions Precedent*

Each of the Issuer and the Released Guarantors represent and warrant that each of the conditions precedent to the amendment and supplement of the Indenture (including such conditions pursuant to Sections 4.6, 9 and 11.5 of the Indenture) have been satisfied in all respects. The Issuer, the Released Guarantors and the Trustee are on this date executing this Supplemental Indenture.

Section 3 *Release of Released Guarantors' Obligations Under the Indenture*

Pursuant to Sections 9.1(7) and 11.5 of the Indenture, the Issuer, the Released Guarantors and the Trustee hereby amend and supplement the Indenture to confirm and evidence the automatic and unconditional release, termination and discharge of the guarantees of the Released Guarantors under the Indenture, such amendments and supplement to be effective from the date of execution of this Supplemental Indenture; such amendments are as follows:

(1) the definition of "*Guarantors*" in Section 1.1. Definitions of the Indenture is amended to delete the references to All Clad-Holdings, Inc., All-Clad Metal Crafters LLC, Clad Metals LLC, and Clad Holdings Corp.;

Section 4. *Corresponding Amendments to the Notes.*

Pursuant to Section 15 of each of the 144A Global Note and the Regulation S Global Note, with effect on and from the date of execution of this Supplemental Indenture, each of the 144A Global Note and the Regulation S Global Note shall be deemed supplemented, modified and amended in such manner as necessary to make the terms of such 144A Global Note or Regulation S Global Note consistent with the terms of the Indenture, as amended and supplemented by this Supplemental Indenture. To the extent of any conflict between the terms of the Notes and the terms of the Indenture, as supplemented by this Supplemental Indenture, the terms of the Indenture, as supplemented by this Supplemental Indenture, shall govern and be controlling. The Issuer shall, as soon as practicable after the date hereof, deliver to the Trustee a confirmed copy of this Supplemental Indenture, which shall be annexed to each of the 144A Global Note and the Regulation S Global Note.

Section 5. *Ratification and Effect.*

Except as hereby expressly amended and supplemented, the Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

Upon and after the execution of this Supplemental Indenture, each reference in the Indenture to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture shall mean and be a reference to the Indenture as modified hereby.

Section 6. *Governing Law.*

THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS SUPPLEMENTAL INDENTURE, THE INDENTURE (AS SUPPLEMENTED AND AMENDED HEREBY), THE NOTES (AS SUPPLEMENTED AND AMENDED HEREBY) AND THE GUARANTEES.

Section 7. Submission to Jurisdiction.

Each of the parties hereto irrevocably agrees that any suit, action or proceeding arising out of or relating to this Supplemental Indenture, the Indenture, the Notes or the Guarantees or brought under federal or state securities laws or brought by the Trustee or any Agent, may be instituted in any federal or state court in the State of New York, borough of Manhattan; irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such proceeding; and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each of the Issuer and the Guarantors have irrevocably appointed CT Corporation Systems, located at 111 Eighth Avenue, New York, New York 10011 as its agent (the "Authorized Agent") for service of process in any suit, action or proceeding arising out of or relating to this Supplemental Indenture, the Indenture, the Notes or the Guarantees, or brought under federal or state securities laws or brought by the Trustee or any Agent, that may be instituted in federal or state securities laws or brought by the Trustee or any Agent, that may be instituted in federal or state Courts in the State of New York, borough of Manhattan. Each of the Issuer and the Guarantors expressly consent to the jurisdiction of any such court in respect of any such action and waives any other requirements of or objections to personal jurisdiction with respect thereto. Such appointment shall be irrevocable unless and until replaced by an agent reasonably acceptable to the Trustee. Each of the Issuer and the Guarantors represent and warrants that the Authorized Agent has agreed to act as said agent for service of process, and the Issuer agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect as aforesaid. Service of process upon the Authorized Agent and written notice of such service to the Issuer or a Guarantor, as applicable, shall be deemed, in every respect, effective service of process upon the Issuer or such Guarantor, as applicable.

To the extent that either the Issuer or a Guarantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, each of the Issuer and such Guarantor hereby irrevocably waives such immunity in respect of its respective obligations under this Indenture, the Notes and the Guarantees, and in respect of actions brought under U.S. federal or state securities laws, to the fullest extent permitted by law.

Section 8. Counterpart Originals.

The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 9. The Trustee.

The recitals in this Supplemental Indenture shall be taken as the statements of the Issuer and the Released Guarantors and the Trustee assumes no responsibility for their correctness. The Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or sufficiency of this Supplemental Indenture.

Section 10. Effect of Headings.

The section headings herein are for convenience only and shall not affect the construction hereof.

Section 11. Conflicts.

To the extent of any inconsistency between the terms of the Indenture or the Notes and this Supplemental Indenture, the terms of this Supplemental Indenture will control.

Section 12. Entire Agreement.


This Supplemental Indenture constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein. A memorandum of this Supplemental Indenture shall be indorsed by the Trustee on the Indenture and by the Issuer on its duplicate thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed on their respective behalf, by their respective representative thereunto duly authorized, on the date first above written.

WATERFORD WEDGWOOD PLC

By: 
Name: Patrick Dowling
Title: Secretary

ALL-CLAD HOLDINGS, INC.

By: _____
Name:
Title:

ALL-CLAD METAL CRAFTERS LLC

By: _____
Name:
Title:

CLAD METALS LLC

By: _____
Name:
Title:




IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed on their respective behalf, by their respective representative thereunto duly authorized, on the date first above written.

WATERFORD WEDGWOOD PLC

By: _____
Name: Patrick Dowling
Title: Secretary

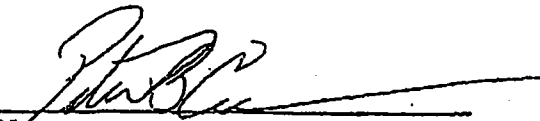
ALL-CLAD HOLDINGS, INC.

By: 
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Title:

ALL-CLAD METAL CRAFTERS LLC

By: 
Name:
Title:

CLAD METALS LLC

By: 
Name:
Title:

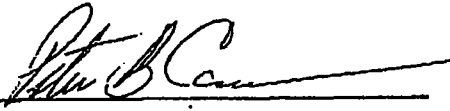
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HILTON TIMES SQUARE
PULLMAN & COMLEY

004/004
203 363 8659 P.06

CLAD HOLDINGS CORP.

By: 
Name:
Title:

THE BANK OF NEW YORK,
LONDON, as Trustee

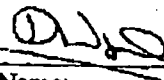
By: _____
Name:
Title:

[Signature Page to Supplemental Indenture]

CLAD HOLDINGS CORP.

By: _____
Name: Anthony Capiello
Title: Secretary

THE BANK OF NEW YORK,
LONDON, as Trustee

By:  _____
Name:
Title: Daniel Wynne, AVP

[Signature Page to Supplemental Indenture]