

MG01

Particulars of a mortgage or charge

23 0192/13

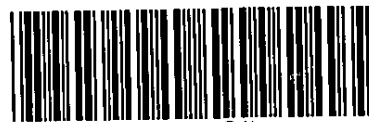


A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ What this form is for  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ What this form is NOT for  
You cannot use this form to register  
particulars of a charge on a  
company. To do this, please use  
form MG01s

FRIDAY



LD4 \*L196GVGJ\* #9  
COMPANIES HOUSE

<b>1 Company details</b>		<b>5</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 1 6 8 7 5 9 0 <input checked="" type="checkbox"/>	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	ESAB HOLDINGS LIMITED (the "Pledgor") <input checked="" type="checkbox"/>	
<b>2 Date of creation of charge</b>		
Date of creation	/ d 1 d 4 m 0 m 5 y 2 y 0 y 1 y 2	
<b>3 Description</b>		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Share <u>pledge agreement</u> dated 14 May 2012 (the "Agreement") between the Pledgor and Deutsche Bank AG New York Branch for itself and as agent for each of the Secured Parties (as defined in Schedule 2 of the short particulars of all the property mortgaged or charged attached hereto) (the "Collateral Agent")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The Secured Obligations  Unless defined herein, capitalised terms in this Form MG01 shall have the meaning given to them in Schedule 2 of the short particulars of all the property mortgaged or charged attached hereto	
<b>Continuation page</b> Please use a continuation page if you need to enter more details		

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**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name Deutsche Bank AG New York Branch

Address 60 Wall Street, New York, New York

United States of America

Postcode 1 0 0 0 5

Name

Address

Postcode

**Continuation page**

Please use a continuation page if you need to enter more details

6

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details.

Short particulars

Please see Schedules 1 and 2 attached hereto

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X

Whitehouse

X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Tamara Dyer**

Company name **White & Case LLP**

Address **5 Old Broad Street**

Post town **London**

County/Region

Postcode **E C 2 N 1 D W**

Country **United Kingdom**

DX

Telephone **020 7532 1362**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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**Particulars of a mortgage or charge**

<b>6</b>	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged.</p>
Short particulars	<p><i>Continuation Page 1 of 11 - ESAB Holdings Limited (Company No 01687590)</i></p> <p><b>SCHEDULE 1</b></p> <p><b>1. PLEDGE OF SECURITY ASSETS</b></p> <p><b>1.1 Pledge</b></p> <p>The Pledgor, as at the date of the Agreement, irrevocably and unconditionally pledges the Security Assets to the Secured Parties represented by the Collateral Agent as security for the due and punctual performance of the Secured Obligations.</p> <p><b>2. CONTINUING SECURITY</b></p> <p><b>2.1 Continuing and Independent Security</b></p> <p>The Security shall constitute and be a continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations and shall continue in full force and effect until the Termination Date and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Secured Parties may hold at any time for the Secured Obligations</p> <p><b>3. UNDERTAKINGS</b></p> <p><b>3 1 Negative Pledge</b></p> <p>The Pledgor shall not transfer, sell or otherwise dispose of or attempt to, the benefit of all or any of its right, title and interest in and to the Security Assets or any part of it or create or attempt to create any Lien over the Security Assets (other than as created under the Agreement).</p> <p><b>4. FURTHER ASSURANCE</b></p> <p><b>4 1 Further Assurance</b></p> <p>The Pledgor shall at its own expense give all such assurances and do all such things as the Collateral Agent may require in order to enable the Collateral Agent to perfect or protect the Security created or intended to be created by the Agreement or to exercise any of the rights conferred on it and/or the Secured Parties by the Agreement or by law and to that intent the Pledgor shall execute all such instruments and agreements and give all such notices and directions as the Collateral Agent may consider appropriate</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;"><i>Continuation Page 2 of 11 –ESAB Holdings Limited (Company No 01687590)</i></p> <p><b>5. POWERS OF THE COLLATERAL AGENT</b></p> <p><b>5 1 Powers of the Collateral Agent</b></p> <p>(a) For the purpose of (i) establishing, maintaining, preserving, protecting and perfecting the Security, (ii) exercising the rights hereunder and (iii) enforcing the Security upon the occurrence of an Event of Default which is continuing, the Pledgor as at the date of the Agreement, irrevocably authorises and empowers the Collateral Agent without notice to or consent by the Pledgor, to act in its own name or in the name of the Pledgor, and on behalf of the Pledgor to do all acts and take any steps it deems necessary or appropriate in respect of the Security Assets. The power of attorney set out in Clause 5 of the Agreement and reproduced in this clause 5 1, is irrevocable and shall be valid for as long as the Agreement remains in force.</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

*Continuation Page 3 of 11 – ESAB Holdings Limited (Company No 01687590)*

#### SCHEDULE 2

#### DEFINITIONS

**“Additional First Lien L/C Documents”** means Initial Additional First Lien L/C Documents I, Initial Additional First Lien L/C Documents II, Initial Additional First Lien L/C Documents III, Initial Additional First Lien L/C Documents IV and each other agreement entered into for the purpose of securing such Additional First Lien L/C Obligations and any notes, credit agreements, security documents and other operative agreements evidencing or governing any Other Additional First Lien L/C Obligations (if any), as each may be amended, modified, restated, supplemented, replaced and/or Refinanced from time to time, provided that, in the case of Additional First Lien L/C Obligations in respect of Other Additional First Lien L/C Obligations, the indebtedness thereunder has been designated as Additional First Lien L/C Obligations pursuant to and in accordance with Clause 16 of the Agreement.

**“Additional First Lien L/C Obligations”** means all amounts owing to the Initial Additional First Lien L/C Secured Parties I, the Initial Additional First Lien L/C Secured Parties II, the Initial Additional First Lien L/C Secured Parties III and the Initial Additional First Lien L/C Secured Parties IV and any other Additional First Lien L/C Secured Party (if any) pursuant to the terms of any Additional First Lien L/C Documents (including the Initial Additional First Lien L/C Documents I, the Initial Additional First Lien L/C Documents II, the Initial Additional First Lien L/C Documents III and the Initial Additional First Lien L/C Documents IV and any other Additional First Lien L/C Document), whether direct or indirect, absolute or contingent, and including, without limitation, all amounts in respect of any principal, premium, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the respective Additional First Lien L/C Document, whether or not such interest is an allowed claim under any such proceeding or under applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, and guarantees of the foregoing amounts; provided that, in the case of Additional First Lien L/C Obligations in respect of Other Additional First Lien L/C Obligations, such Other Additional First Lien L/C Obligations shall only constitute Additional First Lien L/C Obligations to the extent such Other Additional First Lien L/C Obligations have been designated as Additional First Lien L/C Obligations pursuant to and in accordance with Clause 16 of the Agreement, provided further that all amounts constituting principal or reimbursement of drawings under Letters of Credit owing to any Series of Additional First Lien L/C Secured Parties pursuant to the terms of the

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><i>Continuation Page 4 of 11 – ESAB Holdings Limited (Company No 01687590)</i></p> <p>Additional First Lien L/C Documents of such Series (as determined in accordance with Sections 1 05 and 1 07 of the Credit Agreement) in excess of the L/C Obligation Cap Amount of such Series and any Additional First Lien L/C Obligations in connection with the foregoing shall not constitute Additional First Lien L/C Obligations</p> <p><b>“Additional First Lien L/C Secured Parties”</b> means the Initial Additional First Lien L/C Secured Parties I, the Initial Additional First Lien L/C Secured Parties II, the Initial Additional First Lien L/C Secured Parties III and the Initial Additional First Lien L/C Secured Parties IV and any other holders of Additional First Lien L/C Obligations and any Authorized Representative with respect thereto. For the avoidance of doubt, an Additional First Lien L/C Secured Party shall include any affiliate of any party to an Additional First Lien L/C Document providing any letter of credit or bank guaranty to a grantor under such Additional First Lien L/C Document</p> <p><b>“Administrative Agent”</b> means Deutsche Bank AG New York Branch in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent</p> <p><b>“Applicable Authorized Representative”</b> has the meaning given in the First Lien Intercreditor Agreement</p> <p><b>“Authorized Representative”</b> has the meaning given in the First Lien Intercreditor Agreement</p> <p><b>“Commitments”</b> has the meaning given in the Credit Agreement</p> <p><b>“Company”</b> means ESAB Sweden Holdings AB (corporate identity number 556700-3701)</p> <p><b>“Credit Agreement”</b> means the credit agreement dated 12 September 2011, as amended, restated, modified and/or supplemented from time to time, and made between, inter alios, the US Borrower and the European Borrower as borrowers, Deutsche Bank AG New York Branch as Administrative Agent, the Collateral Agent, L/C Issuer and Swing Line Lender and the financial institutions party thereto as lenders and the other parties thereto</p> <p><b>“Credit Agreement Obligations”</b> means, collectively, all Obligations as at the date of the Agreement or thereafter existing under the Loan Documents (including the Guaranty), the Secured Hedge Agreements and the Secured Cash Management Agreements whether direct or indirect, absolute or contingent, and</p>	



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Short particulars	<p><i>Continuation Page 5 of 11 – ESAB Holdings Limited (Company No 01687590)</i></p> <p>including, without limitation, all amounts in respect of any principal, premium, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the respective agreement, whether or not such interest is an allowed claim or any such proceeding or any applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, and guarantees of the foregoing amounts</p> <p><b>“Credit Agreement Secured Parties”</b> means, collectively, the Secured Parties.</p> <p><b>“European Borrower”</b> means Colfax UK Holdings Ltd</p> <p><b>“Event of Default”</b> means an Event of Default (as defined in the Credit Agreement or any Additional First Lien L/C Document), which would entitle any Secured Party to cancel its commitment under any Secured Credit Document and/or a breach under the Agreement</p> <p><b>“First Lien Intercreditor Agreement”</b> the first lien intercreditor agreement dated 13 January 2012 as amended, restated, supplemented and/or modified from time to time, between <i>inter alios</i>, the US Borrower, the subsidiaries of the US Borrower from time to time party thereto as guarantors, the Collateral Agent, the Administrative Agent, the Initial Additional First Lien L/C and the Authorised Representative,</p> <p><b>“Group”</b> means the US Borrower and its subsidiaries from time to time</p> <p><b>“Guaranty”</b> has the meaning given in the Credit Agreement</p> <p><b>“Incremental Commitments”</b> has the meaning given in the Credit Agreement</p> <p><b>“Initial Additional First Lien L/C Agreement I”</b> means a letter of credit facility agreement, dated as of 13 January 2012 among the US Borrower, the European Borrower, the grantors identified therein and Initial Additional First Lien L/C Authorized Representative I as L/C Issuer (said agreement, together with the HSBC letter of credit facility represented by (A) that certain amended and restated letter agreement dated as of 13 January 2012, between the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative I, (B) the related amended and restated reimbursement agreement, dated as of 13 January 2012, between the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative I and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing, in</p>	

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Short particulars	<p><i>Continuation Page 6 of 11 – ESAB Holdings Limited (Company No 01687590)</i></p> <p>each case, as each such document is amended, restated, supplemented or otherwise modified or replaced from time to time.</p> <p><b>“Initial Additional First Lien L/C Agreement II”</b> means a guarantee and standby letter of credit facility among the US Borrower, the European Borrower, certain other members of the Group identified therein and the Initial Additional First Lien L/C Authorized Representative II, as represented by (A) the guarantee and standby letter of credit facility letter, dated as of 13 January 2012, among the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative II, (B) the reimbursement agreement, dated as of 13 January 2012, among the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative II, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may thereafter be amended, restated, supplemented and/or otherwise modified from time to time)</p> <p><b>“Initial Additional First Lien L/C Agreement III”</b> means an amended and restated bank guarantee and standby letter of credit facility among the US Borrower, the European Borrower, certain other members of the Group identified therein and Initial Additional First Lien L/C Authorized Representative III, as represented by (A) the amended and restated bank guarantee and standby letter of credit facility letter dated as of 13 January 2012, among the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative III, (B) the amended and restated reimbursement agreement, dated as of 13 January 2012, among the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative III, and (C) all letter of credit applications, requests, certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may thereafter be amended, restated, supplemented and/or otherwise modified from time to time)</p> <p><b>“Initial Additional First Lien L/C Agreement IV”</b> means a guarantee and letter of credit facility among the US Borrower, the European Borrower, certain other members of the Group identified therein and Initial Additional First Lien L/C Authorized Representative IV, as represented by (A) the guarantee and letter of credit facility letter dated as of 13 January 2012, among the US Borrower, the European Borrower and Initial Additional First Lien L/C Authorized Representative IV, (B) the reimbursement agreement, dated as of 13 January 2012, among the US Borrower, the European Borrower, certain other members of the Group party thereto and Initial Additional First Lien L/C Authorized Representative IV, and (C) all letter of credit applications, requests,</p>	

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Short particulars	<p><i>Continuation Page 7 of 11 – ESAB Holdings Limited (Company No 01687590)</i></p> <p>certificates and other documents delivered in connection with the foregoing (together, in each case, as each such document may thereafter be amended, restated, supplemented and/or otherwise modified from time to time)</p> <p><b>“Initial Additional First Lien L/C Authorized Representative I”</b> means HSBC Bank USA, National Association (“HSBC”)</p> <p><b>“Initial Additional First Lien L/C Authorized Representative II”</b> means Barclays Bank PLC (“Barclays”)</p> <p><b>“Initial Additional First Lien L/C Authorized Representative III”</b> means DNB Bank ASA (f/k/a DnB NOR Bank ASA) (“DNB”)</p> <p><b>“Initial Additional First Lien L/C Authorized Representative IV”</b> means The Bank of Nova Scotia (“Scotiabank”)</p> <p><b>“Initial Additional First Lien L/C Documents I”</b> means the Initial Additional First Lien L/C Agreement I, and any notes, security documents and other operative agreements evidencing or governing such indebtedness, including any agreement entered into for the purpose of securing the Initial Additional First Lien L/C Obligations I</p> <p><b>“Initial Additional First Lien L/C Documents II”</b> means the Initial Additional First Lien L/C Agreement II, and any notes, security documents and other operative agreements evidencing or governing such indebtedness, including any agreement entered into for the purpose of securing the Initial Additional First Lien L/C Obligations II</p> <p><b>“Initial Additional First Lien L/C Documents III”</b> means the Initial Additional First Lien L/C Agreement III, and any notes, security documents and other operative agreements evidencing or governing such indebtedness, including any agreement entered into for the purpose of securing the Initial Additional First Lien L/C Obligations III</p> <p><b>“Initial Additional First Lien L/C Documents IV”</b> means the Initial Additional First Lien L/C Agreement IV, and any notes, security documents and other operative agreements evidencing or governing such indebtedness, including any agreement entered into for the purpose of securing the Initial Additional First Lien L/C Obligations IV.</p> <p><b>“Initial Additional First Lien L/C Obligations I”</b> means the Additional First Lien L/C Obligations pursuant to the Initial Additional First Lien L/C Documents I</p>	

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Short particulars	<p><i>Continuation Page 8 of 11 –ESAB Holdings Limited (Company No 01687590)</i></p> <p><b>“Initial Additional First Lien L/C Obligations II”</b> means the Additional First Lien L/C Obligations pursuant to the Initial Additional First Lien L/C Documents II.</p> <p><b>“Initial Additional First Lien L/C Obligations III”</b> means the Additional First Lien L/C Obligations pursuant to the Initial Additional First Lien L/C Documents III</p> <p><b>“Initial Additional First Lien L/C Obligations IV”</b> means the Additional First Lien L/C Obligations pursuant to the Initial Additional First Lien L/C Documents IV.</p> <p><b>“Initial Additional First Lien L/C Secured Parties I”</b> means the holders of any Initial Additional First Lien L/C Obligations I and the Initial Additional First Lien L/C Authorized Representative I</p> <p><b>“Initial Additional First Lien L/C Secured Parties II”</b> means the holders of any Initial Additional First Lien L/C Obligations II and the Initial Additional First Lien L/C Authorized Representative II</p> <p><b>“Initial Additional First Lien L/C Secured Parties III”</b> means the holders of any Initial Additional First Lien L/C Obligations III and the Initial Additional First Lien L/C Authorized Representative III</p> <p><b>“Initial Additional First Lien L/C Secured Parties IV”</b> means the holders of any Initial Additional First Lien L/C Obligations IV and the Initial Additional First Lien L/C Authorized Representative IV</p> <p><b>“L/C Issuer”</b> has the meaning given in the Credit Agreement.</p> <p><b>“L/C Obligation Cap Amount”</b> has the meaning given in the First Lien Intercreditor Agreement</p> <p><b>“Letters of Credit”</b> has the meaning given in the Credit Agreement</p> <p><b>“Loan Documents”</b> has the meaning given in the Credit Agreement</p> <p><b>“Obligations”</b> has the meaning given in the Credit Agreement</p> <p><b>“Other Additional First Lien L/C Obligations”</b> means all Additional First Lien L/C Obligations that are not Initial Additional First Lien L/C Obligations I, Initial Additional First Lien L/C Obligations II, Initial Additional First Lien L/C Obligations III and/or Initial Additional First Lien L/C Obligations IV</p>	

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Short particulars	<p><i>Continuation Page 9 of 11 – ESAB Holdings Limited (Company No 01687590)</i></p> <p><b>“Proceeds”</b> means the proceeds from the sale of the Security Assets, together with any moneys received by the Collateral Agent from the Pledgor and/or the Company in respect of the Security Assets, after deduction of all costs and expenses incurred by the Collateral Agent in connection with the enforcement of the pledge created under the Agreement and the sale of the Security Assets.</p> <p><b>“Refinanced”</b> has the meaning given in the First Lien Intercreditor Agreement</p> <p><b>“Related Rights”</b> means, in relation to the Shares, any dividends and other distributions and interest paid or payable after the date of the Agreement on any of the Shares and any certificates, securities (including any convertible debt instruments, warrants or dividends or the interest thereon) and any right to participate in bonus issues or new issues of Shares, rights, moneys or property accruing or offered at any time by way of redemption, bonus, preference, option rights, warrants or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares</p> <p><b>“Secured Cash Management Agreement”</b> has the meaning given in the Credit Agreement</p> <p><b>“Secured Credit Document”</b> means (i) the Credit Agreement and each other Loan Document, (ii) each Secured Hedge Agreement, (iii) each Secured Cash Management Agreement, (iv) each Initial Additional First Lien L/C Document I, (v) each Initial Additional First Lien L/C Document II, (vi) each Initial Additional First Lien L/C Document III and (vii) each Initial Additional First Lien L/C Document IV</p> <p><b>“Secured Hedge Agreement”</b> has the meaning given in the Credit Agreement</p> <p><b>“Secured Obligations”</b> means the Credit Agreement Obligations and Additional First Lien L/C Obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Pledgor, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of each Secured Party’s respective rights under the Agreement</p> <p><b>“Secured Parties”</b> means, collectively, the Credit Agreement Secured Parties and the Additional First Lien L/C Secured Parties</p> <p><b>“Security Assets”</b> means the Shares, the Related Rights and the Proceeds.</p> <p><b>“Security”</b> means the security created under the Agreement</p>	

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p><i>Continuation Page 10 of 11 –ESAB Holdings Limited (Company No 01687590)</i></p> <p><b>“Series”</b> has the meaning given in the First Lien Intercreditor Agreement</p> <p><b>“Shares”</b> means all five shares issued by the Company as evidenced by share certificates and all other shares issued by the Company from time to time owned by the Pledgor</p> <p><b>“Swing Line Lender”</b> has the meaning given in the Credit Agreement</p> <p><b>“Termination Date”</b> means the first date on which each of the following conditions is satisfied:</p> <ul style="list-style-type: none"> <li>(b) the full cash payment of the Obligations under the Loan Documents (other than undrawn amounts in respect of outstanding Letters of Credit and unasserted contingent indemnification obligations),</li> <li>(c) the termination or expiration of all Incremental Commitments and all Commitments,</li> <li>(d) the termination or cash collateralization (in an amount and in the manner required by the Credit Agreement or otherwise on terms and conditions reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer) of all outstanding Letters of Credit (or delivery of a standby letter of credit acceptable to (and issued by a financial institution acceptable to) the Administrative Agent and the applicable L/C Issuer in their discretion, in the amount of required cash collateral),</li> <li>(e) the full cash payment of the Obligations under the Secured Cash Management Agreements, to the extent due and payable,</li> <li>(f) the full cash payment of the Obligations under the Secured Hedging Agreements, to the extent due and payable or that would be due and payable pursuant to the Secured Hedging Agreement upon the release of the pledge and security interests granted under the Agreement,</li> <li>(g) the termination or expiration of all commitments existing under any Additional First Lien L/C Document,</li> <li>(h) the full cash payment of the Obligations under the Additional First Lien L/C Documents (other than undrawn amounts in respect of outstanding Letters of Credit and unasserted contingent indemnification obligations); and</li> </ul>	

MG01 - continuation page  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p data-bbox="461 479 1465 515"><i>Continuation Page 11 of 11 -ESAB Holdings Limited (Company No 01687590)</i></p> <p data-bbox="426 546 1465 754">(i) the termination or cash collateralization (in an amount and in the manner required by the applicable Additional First Lien L/C Document or otherwise on terms and conditions reasonably satisfactory to the Applicable Authorized Representative and issuer) of all outstanding Letters of Credit (as defined therein) under any Additional First Lien L/C Document</p> <p data-bbox="426 788 997 824">“US Borrower” means Colfax Corporation.</p>	



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 1687590  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 14 MAY 2012 AND CREATED BY ESAB HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANY SECURED PARTY ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 18 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*po*