

As you have been recently informed, The ESAB Group, Inc. ("ESAB") is conducting a reduction in force. As part of this reduction in force, April 9, 2009 is your last active day of employment with ESAB and your employment ends on that date. You will, however, receive pay for the April 10, 2009 Good Friday holiday.

While we are sorry that this has occurred, we are pleased to tell you that there is a severance package available to you. The severance package includes:

- **Severance Pay:** Severance pay in an amount of \_\_\_\_\_ to be paid in one lump-sum payment. From this payment, ESAB will make the required deductions such as state and federal taxes, FICA, etc. Severance pay will be paid by direct deposit unless you are informed otherwise.
- **Benefits:** ESAB will continue your group health benefits (medical, dental and vision as eligible) until July 31, 2009, by paying your COBRA premiums, provided you timely elect and remain eligible for COBRA. You will receive COBRA enrollment instructions from ESAB's third-party administrator, ADP, within 44 days of your separation. Should you not receive the instructions, please contact Human Resources. COBRA premiums will be determined under the American Recovery and Reinvestment Act of 2009.
- **Unemployment:** ESAB will not challenge any claim for unemployment that you may make. However, ESAB cannot guarantee that the appropriate government authority will approve your claim.
- You will be paid for unused vacation hours accrued up to your last active day of employment. Any vacation pay will be issued along with your final regular pay.
- Your life insurance plan coverage ends at the end of the month of active employment. Life insurance conversion information will be provided in the next 30 days.
- Your participation in compensation and benefit plans or other company policies not covered above will end on your last day of active employment with ESAB.

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**Equipment**

411 S. Ebenezer Rd.  
P.O. Box 100545  
Florence, SC 29501-0545

Ph. (843) 669-4411  
Fax (843) 664-4258

**Consumables**

801 Wilson Avenue  
P.O. Box 517  
Hanover, PA 17331

Ph. (717) 637-8911  
Fax (717) 637-9959

In order to receive this severance package, you must date and sign a full and complete release of claims against ESAB, any related corporations and entities, and all of their employees, directors, and so forth. We have attached a copy of the required Severance Agreement and Release (the "Agreement") to this letter. Your release date is included in the Agreement. This Agreement is an important legal document and we want to make sure that you understand it:

- Please make sure you fully understand the Agreement and what it does. To put it simply, by signing the Agreement you give up all claims you have against ESAB.
- For example, this Agreement waives any claims that you have for age discrimination under the Age Discrimination in Employment Act.
- **We advise you to consult with an attorney prior to signing the Agreement.** We have attempted to write the Agreement in plain language. To answer any questions about the Agreement and what it means, you should talk to your attorney.
- Federal Law requires that we provide you with certain information about this severance offer. This information is enclosed as Attachment A to the Agreement.
- You have forty-five (45) days to consider the Agreement and decide whether you want to sign it or not. If you do sign the Agreement, you will have seven (7) days following the date that you signed the Agreement to revoke it. In fact, the Agreement does not become effective or enforceable until the seven (7) day revocation period has expired.
- If you do choose to revoke the Agreement, you must inform Daniel Preest, Vice President, Human Resources (P.O. Box 100545, Florence, SC 29501) in writing before the end of the revocation period.

Once again, if you have any questions regarding this letter or the enclosed Agreement, please get in touch with your attorney or me immediately. We wish you the best in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel L. Preest", written in a cursive style.

Daniel L. Preest  
Vice President, Human Resources